

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1000023862		PAGE 1 OF 106	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE300-14-R-0035	
6. SOLICITATION ISSUE DATE 2014 JUL 01		7. FOR SOLICITATION INFORMATION CALL:		a. NAME Carletta Walker-Owens PSPTPBE		b. TELEPHONE NUMBER (No Collect calls) Phone: 215-737-8054	
8. OFFER DUE DATE/LOCAL TIME 2014 AUG 04 03:00 PM		9. ISSUED BY  DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA		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"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 311812 <input type="checkbox"/> 8 (A) SIZE STANDARD: 500	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO  SEE SCHEDULE		CODE		16. ADMINISTERED BY		CODE	
17a. CONTRACTOR/OFFEROR  TELEPHONE NO.		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY  CODE	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule						
				(Use Reverse and/or Attach Additional Sheets as Necessary)			
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA						<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	

38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	42b. RECEIVED AT ( <i>Location</i> )
41c. DATE	42c. DATE REC'D (YY/MM/DD)
	42d. TOTAL CONTAINERS

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 3 OF 106 PAGES
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CONTINUATION OF BLOCKS ON THE SF 1449

Block 8, Offer due Date/Local Time

Offer Due Date and Local Time Is: August 4, 2014 3:00 P.M. PHILADELPHIA LOCAL TIME.

Block 9, Issued By

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

Offerors should return ALL pages of the solicitation with their offer

Address and Submit "Mailed" offers to:  
Defense Logistics Agency (DLA) Troop Support  
Post Office Box 56667  
Philadelphia, PA 19111-6667

Address and Deliver "Hand Carried" offers, including delivery by commercial carrier, to: Defense Logistics Agency (DLA) Troop Support  
Business Opportunity Office  
Building 36, Second Floor  
700 Robbins Avenue  
Philadelphia, PA 19111-5092

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

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

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

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

The following updated clause is included by reference: DFARS 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013) (10 U.S.C. 2533a).

Contractors intending to deliver offers in-person should be advised that the Business Opportunities Office (Bid Room) is located within a secured military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee of the Bid Room. The following are telephone numbers for the Bid Room: (215) 737-8511, (215) 737-9044, (215) 737-7354, or (215) 737-0317. It is the offeror's responsibility to ensure that the offers are received at the correct location at the correct time. Please allow sufficient time to complete delivery of hand carried offers. Since the length of time necessary to gain access to the facility varies based on a number of circumstances, it is recommended that you arrive at the installation at least one hour prior to the time solicitation closes to allow for security processing and to secure an escort. NOTE: THIS IS A SUGGESTION AND NOT A GUARANTEE THAT YOU WILL GAIN ACCESS TO THE BASE IF YOU ARRIVE ONE HOUR BEFORE THE OFFER IS DUE.

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 4 OF 106 PAGES
<div><input type="checkbox"/> Send Facsimile Offer To: (215) 737-9300, 9301, 9302 or 9303. Facsimile Offers are authorized. The numbers listed here are THE ONLY ACCEPTABLE fax numbers for this solicitation. If faxing an offer, all pages of the offer must be received by the closing date and time. EMAILED offers/proposals are NOT permissible and will therefore be rejected.</div> <div>Block 10, This Acquisition is</div> <div>NAICS: 311511 Size Standard: 500 Employees</div> <div>Block 17A, Contractor/Offeror</div> <div>OFFERORS:</div> <div>SPECIFY FAX NUMBER(S): EMAIL ADDRESS:</div> <div>Block 17B, Remittance Address</div> <div>REMITTANCE WILL BE MADE TO THE ADDRESS THAT THE VENDOR HAS LISTED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) DATABASE.</div> <div>Offeror's assigned DUNS number: _</div> <div>Authorized Negotiators:</div> <div>The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, telephone numbers, facsimile (FAX) numbers and emails for each authorized negotiator.</div> <div>Blocks 19-24, Item No., Schedule of Supplies/Services, Quantity, Unit</div> <div>SEE SCHEDULE OF ITEMS</div> <div>CAUTION NOTICE</div> <div>REQUEST FOR OFFEROR QUALIFICATION. QUALIFICATION PERTAINS TO ANY CONDITIONS, DEVIATIONS, OR CONTINGENCIES UPON WHICH OFFERED PRICES ARE BASED.</div> <div>CONTINUED ON NEXT PAGE</div>		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 5 OF 106 PAGES
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\*\*THE GOVERNMENT INTENDS TO AWARD TO THE RESPONSIBLE OFFEROR THAT CONFORMS TO THE SOLICITATION REQUIREMENTS AND OFFERS THE LOWEST PRICE\*\*

CAUTION NOTICE

This acquisition is being processed under the authority of FAR 13.5 -, Test Program for Certain Commercial Items and therefore will utilize simplified procedures for soliciting, competition, evaluation, and award documentation and notification will comply with FAR 13.1. This procurement is being solicited on an unrestricted basis with Hubzone evaluation preference. Solicitation SPE300-14-R-1035 is designed to place market ready fresh milk, other dairy items, and fruit juices/drinks, all fully competitive, on contract(s) for various customers in the South Carolina area. The resultant contract will be a fixed price Indefinite Quantity Contract (IQC) with EPA applied to Class I fluid milk items and firm fixed price for all other items, for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(2)). The duration of the contract is for a term of 36 months, with two separate pricing tiers. The first pricing tier shall begin on the award date and be for a 24 month period (October 26, 2014 through October 22, 2016). The second pricing tier shall be for the following 12 month performance period (October 23, 2016 through October 21, 2017). The EPA will continue to apply for Class I fluid milk items throughout the contract. For all other items, the pricing will remain firm fixed for each pricing tier. The effective period for any contract resulting from this solicitation shall be from October 26, 2014 through October 21, 2017.

The solicitation contains two (2) groups:

Group 1 - Fort Jackson; Shaw AFB CDC, Dining Facility; McEntire Air National Guard

Group 2 - Charleston AFB, CDC, NOAA ships

CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (JAN 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. 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; contained elsewhere in the solicitation or contract, 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)

NOTICE TO OUR VALUED SUPPLIERS

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 6 OF 106 PAGES
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1. Complete Standard Form 1449, 17a, 30a, b and c
2. Complete all Supplies/Prices "Schedule" sheets (Offered Prices) and Qualifications
3. Sign and Return any/all amendments.
4. Complete the CAGE Code and DUNS number spaces on this page
5. Complete all of the following and any additional Offeror Representations and Certifications:

- AUTHORIZED NEGOTIATORS
- Review the REVISED INFORMATION noted via Clause 52.212-2, Evaluation - Commercial Items
- FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS-COMMERCIAL ITEMS
- FAR 52.215-6 PLACE OF PERFORMANCE
- DFARS 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS- COMMERCIAL ITEMS
- Review and sign Deviation 2012-O0004 and Deviation 2012-O0004

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

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

Please submit the following identification numbers:

CAGE Code:  
DUNS Number:

STORES (Subsistence Total Order and Receipt Electronic System)

The automated STORES (Subsistence Total Order and Receipt Electronic System) will be used to the maximum extent practical on the resultant contracts from this solicitation. For non-EDI capable vendors all orders will be sent via a computer-generated fax (STORES purchase order). In order to facilitate the receipt and payment process, there is specific information contained on the STORES purchase order that MUST be mirrored on the vendor's invoice. See also Contract Administration Data section. The information may have to be hand written on the invoice. Please ensure the information is correct and legible. Payment is done electronically and STORES orders must be electronically invoiced by the vendor. However a copy of the customer signed invoice with the above information needs to be retained in the event of payment or delivery disputes.

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

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 7 OF 106 PAGES
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Our intention is to provide you a quick and easy way to submit your invoices for payment and to help ensure prompt and accurate payments. Efforts have been underway for some time to bring a resolution for you to be able to accomplish Electronic Data Interchange with the invoices. Several alternatives are available:

1. If your company is able to exchange information electronically through ANSI X12 format, we could set your company up as an EDI vendor immediately, being able to receive orders and send invoices electronically.
2. There are companies available who for a fee will turn your flat files into EDI Invoices (810 transactions).
3. The Market Ready EDI Invoicing is another web application to submit your invoices electronically. This system can be found on the DLA TROOP SUPPORT web page for subsistence, <http://www.DLA Troop Support.dla.mil/subs/index.asp>. You will be issued a User ID and Password, after properly registering for this site. This application will allow you to see on the website receipts by the customers, for your contracts only. You can review the receipt and, if in agreement you will simply type in an invoice number to submit your invoice to DFAS. This receipt information is available at this website for 8 weeks. The user will have the ability to add lines or change existing lines to reflect what was delivered. The changes will be e-mailed to your DLA TROOP SUPPORT account manager, who will work at resolving the differences; however, the customer must make the corrections electronically. Vendors are encouraged to wait until the receipt is adjusted to submit their invoices. The system will be updated daily from the receipt files. Invoices submitted using this website will generate an EDI invoice to flow through the paying process at DFAS. If you need additional information on electronic or alternate electronic invoice processing contact your DLA TROOP SUPPORT Account Manager or Buyer. One of the above methods must be used as paper invoices are no longer a viable option.

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

1. Contract Number - i.e. SP0300-99-D-V222 This number will remain constant throughout the life of the contract.
2. Call Number - i.e. 408Y  
This number will change with every order.
3. Lead CLIN No. - i.e. 45 (This is the item number on the purchase order). This number will change with every order.
4. Purchase Order Number - i.e. FT903692743186. This number will change with every order.
5. Required Delivery Date (RDD) i.e. 10/4/99. This date will change with each order.

**Form**STATEMENT OF WORKSupplies or Services and Prices**INTRODUCTION**

The Defense Logistics Agency (DLA Troop Support) intends to support the needs of its customers by entering into one (1) Indefinite Quantity Contract (IQC) per group to supply fresh **Milk, Dairy, and Fruit Juices/Drinks** to the customers stated below. These requirements are for customers in the **South Carolina** area.

The solicitation contains two (2) groups:

**Group 1 – Fort Jackson TISA, Shaw AFB – Child Development Center, Shaw AFB – Emerson E. Williams Dining Facility, Shaw AFB – Youth Center**

**Group 2 – Marine Corps, Charleston AFB Gaylor Dining Facility, Naval Weapons Station Galley, Charleston AFB Flight Feeding, Naval Consolidated, Charleston AFB CDC, Charleston AFB Youth Program, Naval Weapons Station Youth Center, Naval Weapons Station CDC, FISC, U.S Coast Guard, NOAA Ships**

The resultant contract will be a fixed price Indefinite Quantity Contract (IQC) with EPA applied to Class I fluid milk items and firm fixed price for all other items, for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(2)). The duration of the contract is for a term of 36 months, with two separate pricing tiers. The first pricing tier shall begin on the award date and be for a **24 month** period (**October 26, 2014 through October 22, 2016**). The second pricing tier shall be for the following **12 month** performance period (**October 23, 2016 through October 22, 2017**). The EPA will continue to apply for Class I fluid milk items throughout the contract. For all other items, the pricing will remain firm fixed for each pricing tier. The effective period for any contract resulting from this solicitation shall be from **Sunday, October 26, 2014 through Saturday, October 21, 2017.**

Delivery – The current delivery schedule for each location is set forth in the statement of work. Offerors shall indicate their agreement to the current schedule or propose an alternate schedule. Delivery on all products is required, no less than on a weekly basis and should be in accordance with standard commercial practice.

“For evaluation purposes, the Government reserves the right to remove any items, absent an amendment, from the Schedule of Items for a Group in the event that one or more offerors fail to bid on all of the items. The Contracting Officer will complete his/her price evaluation by reviewing and comparing only common items bid by all offerors in this situation. Additional items bid on by the apparent awardee but not evaluated as part of the common item evaluation, may still be added to the final contract absent a separate modification upon a finding that the prices of those additional items are fair and reasonable.”

The award will be made based on the lowest evaluated price of proposals. The offer must take no exceptions to the terms and conditions in the solicitations.

**GUARANTEED MINIMUM/MAXIMUM**

The guaranteed minimum for all Groups is 10% of the estimated dollar value for each group.

The maximum ceiling, on the resultant contracts, is 250% of the estimated dollar value per 36-month contract period per group.

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**PRICING**

Offerors are required to submit a copy of their current Wholesale Price List, Catalog Price Schedule or other documents containing commercial pricing information.

Prices shall be FOB Destination only.

Offerors are required to cross-reference the prices on the Wholesale Price List, Catalog Price Schedule or other pricing documents to the item number on the solicitation. There are several ways of accomplishing this, including writing the item number, as specified in the solicitation, next to the price and item description on the price list. Please do not submit a separate list of information especially prepared for this solicitation; the pricing catalog, complete with cross-references, is requested.

In order to accommodate the Government's ordering system, the Subsistence Total Order and Receipt Electronic System (STORES), unit prices are limited to a maximum of two (2) places after the decimal point (reference Clause DLAD 52.214-9008 "Rounding Off of Offer and Award Price – Alternate I". In addition, the system requires that prices be fixed for a certain period of time.

**SCHEDULE OF ITEMS**

If a customer desires to order an item that is not listed on the resultant contract(s), a written request to the DLA Troop Support Market Ready Contract Specialist shall be submitted to have the item added. The Contract Specialist will contact the vendor and arrange to have the item added to the STORES catalog in coordination with the Contracting Officer.

Prior to its inclusion in the STORES catalog, the pricing for each additional item must be negotiated and the Contracting Officer must determine that the price for the respective item is fair and reasonable.

Additional items may be added or removed from the contract. However, any items that are added may not increase the value of the contract above the contract maximum.

**IMPORTANT NOTE:** Items not on the STORES catalog CANNOT be ordered from the contractor under the resulting contract. Payments will not be made for items not appearing on the catalog at time of order.

The Government reserves the right to remove any items from the Schedule of Items from the Group should an (all offeror(s) not bid on all the items in any Group.

**ADDITIONAL CUSTOMERS**

The Government reserves the right to add or remove DoD and non-DoD customers from the same distribution area as the successful contractor, based on a mutually agreed upon implementation plan followed by formal modification to the contract(s).

The increase in the new business will be reflected in the 250% maximum.

Additional customers are limited to those that receive Federal funding.

The Government reserves the right to unilaterally remove DoD and non-DoD customers from the resultant award(s) by way of formal modification.

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**CUSTOMER SERVICE POLICY**

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

**NEGOTIATIONS**

For the subject acquisition, the Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct negotiations if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; and waives informalities and minor irregularities in offers received. Initial responses to negotiations shall be in a form of communication customary in the industry for transmitting information to include phone, facsimile transmission, letter, in-person and e-mail. However, any information provided during negotiations, to include all changes to the initial offer, must be reduced to writing and transmitted to the DLA Troop Support Business Opportunities Office by the time and date specified at the time of Final Proposal Revisions. Information not submitted to the DLA Troop Support Business Opportunities Office by the specified date and time will not be considered by the Government during final evaluations.

**NON-MANUFACTURER / NON-DISTRIBUTER**

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

**CONTINUED ON NEXT PAGE**

**PLEASE NOTE THE FOLLOWING**

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

Size of package your company is offering, if different from the specified package size stipulated in the Schedule of Items

Product Code

Unit Price (**TWO decimal places only**)

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

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

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

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

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

CONTINUED ON NEXT PAGE

**FLUID DAIRY ITEMS (ITEMS #1-9)**  
**YEAR 1, YEAR 2 and YEAR 3 – FIRM FIXED PRICES WITH EPA**  
**OCTOBER 26, 2014 – OCTOBER 21, 2017**

**GROUP I MILK & DAIRY PRODUCTS – TROOP ISSUE: Fort Jackson TISA, Shaw AFB – CDC, Shaw AFB Dining Facility, Shaw AFB Youth Center, McEntire Air National Guard**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
1.	<b>MILK, WHOLE, CHL GALLON CO</b> NSN: 8910-01-E11-0531 PRODUCT CODE _____ WHOLESALE PRICE _____	5,241 GAL	\$ _____	\$ _____
2.	<b>MILK, LOWFAT, CHL, 1% MILK FAT, HALF PINT</b> NSN: 8910-01-E11-0539 PRODUCT CODE _____ WHOLESALE PRICE _____	113,550 HP	\$ _____	\$ _____
3.	<b>MILK, LOWFAT, CHL, 1% MILK FAT, HALF GALLON CO</b> NSN: 8910-01-E11-0541 PRODUCT CODE _____ WHOLESALE PRICE _____	300 HG	\$ _____	\$ _____
4.	<b>MILK, NONFAT, CHL HALF PINT CO</b> NSN 8910-01-E11-0550 PRODUCT CODE _____ WHOLESALE PRICE _____	64,314 HP	\$ _____	\$ _____
5.	<b>EGGNOG, CHL, QUART</b> NSN: 8910-01-E11-0586 \$ _____ PRODUCT CODE _____ WHOLESALE PRICE _____	3,264 QT	\$ _____	
6.	<b>MILK, LOW FAT, CHL, (1%) MILK FAT 5 GAL BIB</b> NSN: 8910-01-E11-2161 \$ _____ PRODUCT CODE _____ WHOLESALE PRICE _____	59,019 5 GL BIB	\$ _____	
7.	<b>MILK, CHOC, LOWFAT, CHL, 1% MILK FAT, HALF PINT</b>			

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 13 OF 106 PAGES
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NSN: 8910-01-E11-2184 87,600 HP \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_

**FLUID DAIRY ITEMS (ITEMS #1-9)**  
**YEAR 1, YEAR 2, and YEAR 3 – FIRM FIXED PRICES WITH EPA**  
**OCTOBER 26, 2014 – OCTOBER 21, 2017**

**GROUP I MILK & DAIRY PRODUCTS – TROOP ISSUE: Fort Jackson TISA, Shaw AFB – CDC, Shaw AFB Dining Facility, Shaw AFB Youth Center, McEntire Air National Guard**

8. **MILK, CHOC, LOWFAT, CHL,  
1% MILK FAT  
5 GALLON BIB**  
NSN: 8910-01-E11-2644 81,672 5 GL BIB \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_
9. **MILK, NONFAT, CHL  
5 GALLON BIB**  
NSN: 8910-01-E11-3393 27,948 5 GL BIB \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_
10. **MILK, LOWFAT, CHL,  
1% MILK FAT  
1 GALLON**  
NSN: 8910-01-E11-4723 9,075 1 GL \$ \_\_\_\_\_ \$ \_\_\_\_\_  
PRODUCT CODE \_\_\_\_\_  
WHOLESALE PRICE \_\_\_\_\_

**FIRST TIER FOR OTHER DAIRY ITEMS (ITEMS #10- 12)**  
**YEAR 1 AND 2 FIRM FIXED PRICES (OCTOBER 26, 2014 – OCTOBER 22, 2016)**

**GROUP I MILK & DAIRY PRODUCTS – TROOP ISSUE: Fort Jackson TISA, Shaw AFB – CDC, Shaw AFB Dining Facility, Shaw AFB Youth Center, McEntire Air National Guard**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
11.	<b>CHEESE, COTTAGE, CHL, LOWFAT CREAMED, LARGE OR SMALL CURD 5 LB CO</b>			
	NSN: 8910-01-E11-3403	69,004 5 LB CO	\$ _____	\$ _____
	PRODUCT CODE _____			
	WHOLESALE PRICE _____			
12.	<b>SOUR CREAM, CHL, CULTURED OR ACIDIFIED, 18% MILK FAT 5 LB CO</b>			
	NSN: 8910-01-E11-3404	2,284 5 LB CO	\$ _____	\$ _____
	PRODUCT CODE _____			
	WHOLESALE PRICE _____			

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13.

YOGURT LOW FAT

ASSORTED, CHL,

6 OZ CO

SPECIFY SIZE OFFERING: \_\_\_\_\_

SPECIFY TYPE (BLENDED, SWISS, FRUIT-ON-BOTTOM, ETC.) \_\_\_\_\_

2,479,150 CO

\$ \_\_\_\_\_

\$ \_\_\_\_\_

FLAVOR \_\_\_\_\_

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

FLAVOR \_\_\_\_\_

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

FLAVOR \_\_\_\_\_

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

FLAVOR \_\_\_\_\_

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

FLAVOR \_\_\_\_\_

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

FLAVOR \_\_\_\_\_

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

FIRST TIER FOR OTHER DAIRY ITEMS (ITEMS #10- 12)

YEAR 3 FIRM FIXED PRICES (OCTOBER 26, 2014 – OCTOBER 21, 2017)

GROUP I

MILK & DAIRY PRODUCTS – TROOP ISSUE: Fort Jackson TISA, Shaw AFB – CDC, Shaw AFB Dining Facility, Shaw AFB Youth Center, McEntire Air National Guard

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
11.	CHEESE, COTTAGE, CHL, LOWFAT CREAMED, LARGE OR SMALL CURD 5 LB CO NSN: 8910-01-E11-3403 PRODUCT CODE _____ WHOLESALE PRICE _____	34,502 5 LB CO	\$ _____	\$ _____
12.	SOUR CREAM, CHL, CULTURED OR ACIDIFIED, 18% MILK FAT 5 LB CO NSN: 8910-01-E11-3404 PRODUCT CODE _____ WHOLESALE PRICE _____	1,142 5 LB CO	\$ _____	\$ _____
13.	YOGURT LOW FAT ASSORTED, CHL, 6 OZ CO SPECIFY SIZE OFFERING: _____ SPECIFY TYPE (BLENDED, SWISS, FRUIT-ON-BOTTOM, ETC.) _____			

1,239,575 CO
\$ \_\_\_\_\_
\$ \_\_\_\_\_

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

**ESTIMATED TOTAL FOR GROUP I: \_\_\_\_\_**  
**(Add estimated totals for all items #1-10, 11-13)**

**Group I: MILK AND DAIRY PRODUCTS – TROOP ISSUE:** Fort Jackson TISA, Shaw AFB – CDC, Shaw AFB Dining Facility, Shaw AFB Youth Center, McEntire Air National Guard

**GOVERNMENT QUALIFICATIONS:**

The Government will make one award per Group. The Government expects to award all items within a Group but reserves the right to award a contract with less than all listed items within a Group if determined to be in its best interests.

**OFFEROR QUALIFICATIONS:**

**GOVERNMENT QUALIFICATIONS:** THE GOVERNMENT WILL ACCEPT SIZES OTHER THAN 5 GALLON FOR ALL BULK MILK/JUICE ITEMS. IF YOU ARE OFFERING A SIZE OTHER THAN 5 GALLON FOR ANY BULK MILK/JUICE ITEM PLEASE INDICATE BELOW. IF DIFFERENT BULK MILK/JUICE SIZES ARE OFFERED BY DIFFERENT OFFERORS, EVALUATION WILL BE DONE ON A COST PER GALLON BASIS. IF THERE ARE OFFERS FOR ITEMS OTHER THAN THE LISTED SIZE, THEN OFFERS WILL BE EVALUATED ON A PER UNIT BASIS, I.E., GALLONS AND OUNCES. PLEASE NOTE: THE CUSTOMER MUST AGREE TO ACCEPT SIZE CHANGES.

**OFFEROR QUALIFICATIONS:** \_\_\_\_\_

**BULK MILK CONTAINERS:**

THE BULK MILK/JUICE DISPENSER CONTAINER SHALL BE A SINGLE SERVICE DISPENSER CONTAINER (MULTI-GALLON POLYETHYLENE BAG) AND SHALL BE DELIVERED IN A SINGLE SERVICE SHIPPING CONTAINER (CORRUGATED CARDBOARD BOX) OR A MULTI-SERVICE SHIPPING CONTAINER (PLASTIC/METAL HOLDER / KEEPER CASE) WHICH DOES NOT REQUIRE A TRANSFERRING OF THE SINGLE SERVICE DISPENSER CONTAINER (POLYETHYLENE BAG) TO A HOLDER / KEEPER CASE OR DISPENSER CASE AT POINT OF USE.

**NOTE:** ALL TROOP ISSUE CUSTOMERS ARE CURRENTLY PROCESSING ORDERS AND RECEIPTS THROUGH EBS. IF NOT EDI CAPABLE, **FOR ORDERING, INVOICING, AND PAYMENT** PURPOSES, PROVIDE THE FOLLOWING INFORMATION:

**POINT(S) OF CONTACT FOR ORDERING:** \_\_\_\_\_  
**PHONE NUMBER:** \_\_\_\_\_  
**FAX NUMBER:** \_\_\_\_\_

PLEASE PROVIDE A POINT OF CONTACT AND TELEPHONE NUMBER FOR MATTERS REGARDING INVOICES AND/OR PAYMENTS:

**POINT(S) OF CONTACT FOR INVOICING & PAYMENT:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**IS YOUR COMPANY CAPABLE OF RECEIVING ORDERS VIA EDI?                      YES                      NO**

**EDI Code (if applicable):** \_\_\_\_\_

**FLUID DAIRY ITEMS (ITEMS #14-30)**  
**YEAR 1, YEAR 2, and YEAR 3 – FIRM FIXED PRICES WITH EPA**  
**OCTOBER 26, 2014 – OCTOBER 21, 2017**

**GROUP II MILK & DAIRY PRODUCTS – TROOP ISSUE:** Marine Corps, Charleston AFB Gaylor Dining Facility, Naval Weapons Station Galley, Charleston AFB Flight Feeding, Naval Consolidated, Charleston AFB CDC, Charleston AFB Youth Program, Naval Weapons Station Youth Center, Naval Weapons Station CDC, FISC, U.S Coast Guard, NOAA Ships

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
14.	<b>MILK, WHOLE, CHL GALLON CO</b> NSN: 8910-01-E11-0531 PRODUCT CODE _____ WHOLESALE PRICE _____	843 GAL	\$ _____	\$ _____
15	<b>MILK, WHOLE, CHL HALF PINT CO</b> NSN: 8910-01-E11-0532 PRODUCT CODE _____ WHOLESALE PRICE _____	5,100 HP	\$ _____	\$ _____
16.	<b>MILK, WHOLE, CHL HALF GALLON CO</b> NSN: 8910-01-E11-0535 PRODUCT CODE _____ WHOLESALE PRICE _____	17,349 HG	\$ _____	\$ _____
17.	<b>MILK, LOWFAT, CHL, 1% MILK FAT HALF PINT CO</b> NSN: 8910-01-E11-0539 PRODUCT CODE _____ WHOLESALE PRICE _____	461,025 HP	\$ _____	\$ _____
18	<b>MILK, LOWFAT, CHL, 1% MILK FAT HALF GALLON CO</b> NSN: 8910-01-E11-0541 PRODUCT CODE _____	49,104 HG	\$ _____	\$ _____

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WHOLESALE PRICE \_\_\_\_\_

**19. MILK, REDUCED FAT, CHL,  
2% MILK FAT,  
1 GAL CO**

138 GL

\$ \_\_\_\_\_ \$ \_\_\_\_\_

NSN 8910-01-E11-0543

PRODUCT NUMBER \_\_\_\_\_

WHOLESALE PRICE \_\_\_\_\_

**FLUID DAIRY ITEMS (ITEMS #14-30)****YEAR 1, YEAR 2, and YEAR 3 – FIRM FIXED PRICES WITH EPA  
OCTOBER 26, 2014 – OCTOBER 21, 2017****GROUP II MILK & DAIRY PRODUCTS – TROOP ISSUE: Marine Corps, Charleston AFB Gaylor Dining Facility, Naval Weapons Station Galley, Charleston AFB Flight Feeding, Naval Consolidated, Charleston AFB CDC, Charleston AFB Youth Program, Naval Weapons Station Youth Center, Naval Weapons Station CDC, FISC, U.S Coast Guard, NOAA Ships**

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
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**20. MILK, REDUCED FAT, CHL,  
2% MILK FAT,  
HALF PINT**

3,330 HP CO

NSN 8910-01-E11-0546

PRODUCT NUMBER \_\_\_\_\_

WHOLESALE PRICE \_\_\_\_\_

**21. MILK, REDUCED FAT, CHL,  
2% MILK FAT,  
HALF GALLON CO**

648 HG

NSN 8910-01-E11-0548

PRODUCT NUMBER \_\_\_\_\_

WHOLESALE PRICE \_\_\_\_\_

**22. MILK, NONFAT, CHL,  
HALF PINT CO**

95,817 HP

NSN 8910-01-E11-0550

PRODUCT NUMBER \_\_\_\_\_

WHOLESALE PRICE \_\_\_\_\_

**23. EGGNOG, CHL,  
1 QUART CO**

4,284 QT

NSN 8910-01-E11-0586

PRODUCT NUMBER \_\_\_\_\_

WHOLESALE PRICE \_\_\_\_\_

**24. MILK, REDUCED FAT, CHL,  
2% MILK FAT,  
5 GAL BIB**

747 5 GAL BIB

NSN 8910-01-E11-2152

PRODUCT NUMBER \_\_\_\_\_

WHOLESALE PRICE \_\_\_\_\_

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 18 OF 106 PAGES
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**25. MILK, LOW FAT, CHL,  
1% MILK FAT,  
5 GAL BIB**

19,104 5 GAL BIB

NSN 8910-01-E11-2161

PRODUCT NUMBER \_\_\_\_\_

WHOLESALE PRICE \_\_\_\_\_

**FLUID DAIRY ITEMS (ITEMS #14-30)**

**YEAR 1, YEAR 2, and YEAR 3 – FIRM FIXED PRICES WITH EPA**

**OCTOBER 26, 2014 – OCTOBER 21, 2017**

**GROUP II MILK & DAIRY PRODUCTS – TROOP ISSUE:** Marine Corps, Charleston AFB Gaylor Dining Facility, Naval Weapons Station Galley, Charleston AFB Flight Feeding, Naval Consolidated, Charleston AFB CDC, Charleston AFB Youth Program, Naval Weapons Station Youth Center, Naval Weapons Station CDC, FISC, U.S Coast Guard, NOAA Ships

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
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**26. MILK, CHOC, LOW FAT, CHL,  
1% MILK FAT,  
HALF PINT CO**

13,419 HP

NSN 8910-01-E11-2184

PRODUCT NUMBER \_\_\_\_\_

WHOLESALE PRICE \_\_\_\_\_

**27. MILK, CHOC, LOW FAT, CHL,  
1% MILK FAT,  
HALF GALLON CO**

42 HG

NSN 8910-01-E11-2190

PRODUCT NUMBER \_\_\_\_\_

WHOLESALE PRICE \_\_\_\_\_

**28. MILK, CHOC, LOW FAT, CHL,  
1% MILK FAT,  
5 GAL BIB CO**

56,343 5 GAL BIB

NSN 8910-01-E11-2644

PRODUCT NUMBER \_\_\_\_\_

WHOLESALE PRICE \_\_\_\_\_

**29. MILK, NONFAT, CHL,  
5 GAL BIB**

6,924 5 GAL BIB

NSN 8910-01-E11-3393

PRODUCT NUMBER \_\_\_\_\_

WHOLESALE PRICE \_\_\_\_\_

**30. MILK, LOW FAT, CHL,  
1% MILK FAT,  
1 GAL CO**

2,931 GAL CO

NSN 8910-01-E11-4723

PRODUCT NUMBER \_\_\_\_\_

WHOLESALE PRICE \_\_\_\_\_

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**FLUID OTHER DAIRY ITEMS (ITEMS #31-35)**  
**YEAR 1 and YEAR 2 – FIRM FIXED PRICES WITH EPA**  
**OCTOBER 26, 2014 – OCTOBER 22, 2016**

**GROUP II MILK & DAIRY PRODUCTS – TROOP ISSUE:** Marine Corps, Charleston AFB Gaylor Dining Facility, Naval Weapons Station Galley, Charleston AFB Flight Feeding, Naval Consolidated, Charleston AFB CDC, Charleston AFB Youth Program, Naval Weapons Station Youth Center, Naval Weapons Station CDC, FISC, U.S Coast Guard, NOAA Ships

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
31.	<b>SOUR CREAM, CHL, CULTURED, MIN 18% MILK FAT HALF PINT</b>	72 HP		
	NSN 8910-01-E11-0610			
	PRODUCT NUMBER			
	WHOLESALE PRICE			
32.	<b>SOUR CREAM, CHL, CULTURED, MIN 18% MILK FAT 5 LB CO</b>	426 5 LB CO		
	NSN 8910-01-E11-3404			
	PRODUCT NUMBER			
	WHOLESALE PRICE			
33.	<b>CHEESE, COTTAGE, CHL CREAMED, LARGE OR SMALL CURD 5 LB CO</b>	44 5 LB CO		
	NSN 8910-01-E11-3402			
	PRODUCT NUMBER			
	WHOLESALE PRICE			
34.	<b>CHEESE, COTTAGE, LOW FAT, CHL CREAMED, LARGE OR SMALL CURD 5 LB CO</b>	57,720 5 LB CO		
	NSN 8910-01-E11-3403			
	PRODUCT NUMBER			
	WHOLESALE PRICE			
35.	<b>JUICE, ORANGE, CHL, SINGLE STRENGTH HALF PINT</b>	142,658 HP		
	NSN 8915-01-E11-2984			
	PRODUCT NUMBER			
	WHOLESALE PRICE			

CONTINUED ON NEXT PAGE

**FLUID OTHER DAIRY ITEMS (ITEMS #31-35)**  
**YEAR 3 – FIRM FIXED PRICES WITH EPA**  
**OCTOBER 23, 2016 – OCTOBER 21, 2017**

**GROUP II MILK & DAIRY PRODUCTS – TROOP ISSUE:** Marine Corps, Charleston AFB Gaylor Dining Facility, Naval Weapons Station Galley, Charleston AFB Flight Feeding, Naval Consolidated, Charleston AFB CDC, Charleston AFB Youth Program, Naval Weapons Station Youth Center, Naval Weapons Station CDC, FISC, U.S Coast Guard, NOAA Ships

ITEM NO.	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT PRICE	TOTAL
31.	SOUR CREAM, CHL, CULTURED, MIN 18% MILK FAT HALF PINT NSN 8910-01-E11-0610 PRODUCT NUMBER _____ WHOLESALE PRICE _____	36 HP	_____	_____
32.	SOUR CREAM, CHL, CULTURED, MIN 18% MILK FAT 5 LB CO NSN 8910-01-E11-3404 PRODUCT NUMBER _____ WHOLESALE PRICE _____	213 5 LB CO	_____	_____
33.	CHEESE, COTTAGE, CHL CREAMED, LARGE OR SMALL CURD 5 LB CO NSN 8910-01-E11-3402 PRODUCT NUMBER _____ WHOLESALE PRICE _____	22 5 LB CO	_____	_____
34.	CHEESE, COTTAGE, LOW FAT, CHL CREAMED, LARGE OR SMALL CURD 5 LB CO NSN 8910-01-E11-3403 PRODUCT NUMBER _____ WHOLESALE PRICE _____	28,860 5 LB CO	_____	_____
35.	JUICE, ORANGE, CHL, SINGLE STRENGTH HALF PINT NSN 8915-01-E11-2984 PRODUCT NUMBER _____ WHOLESALE PRICE _____	71,329 HP	_____	_____

**FLUID OTHER DAIRY ITEMS (ITEMS #36)**  
**YEAR 1 and YEAR 2 – FIRM FIXED PRICES WITH EPA**  
**OCTOBER 26, 2014 – OCTOBER 22, 2016**

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**GROUP II MILK & DAIRY PRODUCTS – TROOP ISSUE:** Marine Corps, Charleston AFB Gaylor Dining Facility, Naval Weapons Station Galley, Charleston AFB Flight Feeding, Naval Consolidated, Charleston AFB CDC, Charleston AFB Youth Program, Naval Weapons Station Youth Center, Naval Weapons Station CDC, FISC, U.S Coast Guard, NOAA Ships

36.
YOGURT LOW FAT
ASSORTED, CHL,
6 OZ CO
SPECIFY SIZE OFFERING:
SPECIFY TYPE (BLENDED, SWISS, FRUIT-ON-BOTTOM, ETC.)

1,386,986 CO

\$

\$

FLAVOR

FLAVOR

FLAVOR

FLAVOR

FLAVOR

FLAVOR

PRODUCT CODE

PRODUCT CODE

PRODUCT CODE

PRODUCT CODE

PRODUCT CODE

PRODUCT CODE

FLUID OTHER DAIRY ITEMS (ITEMS #36)  
YEAR 3 – FIRM FIXED PRICES WITH EPA  
OCTOBER 23, 2016 – OCTOBER 21, 2017

**GROUP II MILK & DAIRY PRODUCTS – TROOP ISSUE:** Marine Corps, Charleston AFB Gaylor Dining Facility, Naval Weapons Station Galley, Charleston AFB Flight Feeding, Naval Consolidated, Charleston AFB CDC, Charleston AFB Youth Program, Naval Weapons Station Youth Center, Naval Weapons Station CDC, FISC, U.S Coast Guard, NOAA Ships

36.
YOGURT LOW FAT
ASSORTED, CHL,
6 OZ CO
SPECIFY SIZE OFFERING:
SPECIFY TYPE (BLENDED, SWISS, FRUIT-ON-BOTTOM, ETC.)

688,141 CO

\$

\$

FLAVOR

FLAVOR

FLAVOR

FLAVOR

FLAVOR

FLAVOR

PRODUCT CODE

PRODUCT CODE

PRODUCT CODE

PRODUCT CODE

PRODUCT CODE

PRODUCT CODE

ESTIMATED TOTAL FOR GROUPS II AND III:  
(Add estimated totals for all items #14-30, 31-36

**Group II: MILK AND DAIRY PRODUCTS – TROOP ISSUE:** Marine Corps, Charleston AFB Gaylor Dining Facility, Naval Weapons Station Galley, Charleston AFB Flight Feeding, Naval Consolidated, Charleston AFB CDC, Charleston AFB Youth Program, Naval Weapons Station Youth Center, Naval Weapons Station CDC, FISC, U.S Coast Guard, NOAA Ships

GOVERNMENT QUALIFICATIONS:

The Government will make one award per Group. The Government expects to award all items within a Group but reserves the right to award a contract with less than all listed items within a Group if determined to be in its best interests.

OFFEROR QUALIFICATIONS:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**GOVERNMENT QUALIFICATIONS:** THE GOVERNMENT WILL ACCEPT SIZES OTHER THAN 5 GALLON FOR ALL BULK MILK/JUICE ITEMS. IF YOU ARE OFFERING A SIZE OTHER THAN 5 GALLON FOR ANY BULK MILK/JUICE ITEM PLEASE INDICATE BELOW. IF DIFFERENT BULK MILK/JUICE SIZES ARE OFFERED BY DIFFERENT OFFERORS, EVALUATION WILL BE DONE ON A COST PER GALLON BASIS. IF THERE ARE OFFERS FOR ITEMS OTHER THAN THE LISTED SIZE, THEN OFFERS WILL BE EVALUATED ON A PER UNIT BASIS, I.E., GALLONS AND OUNCES. PLEASE NOTE: THE CUSTOMER MUST AGREE TO ACCEPT SIZE CHANGES.

**OFFEROR QUALIFICATIONS:** \_\_\_\_\_

\_\_\_\_\_

**BULK MILK CONTAINERS:**

THE BULK MILK/JUICE DISPENSER CONTAINER SHALL BE A SINGLE SERVICE DISPENSER CONTAINER (MULTI-GALLON POLYETHYLENE BAG) AND SHALL BE DELIVERED IN A SINGLE SERVICE SHIPPING CONTAINER (CORRUGATED CARDBOARD BOX) OR A MULTI-SERVICE SHIPPING CONTAINER (PLASTIC/METAL HOLDER / KEEPER CASE) WHICH DOES NOT REQUIRE A TRANSFERRING OF THE SINGLE SERVICE DISPENSER CONTAINER (POLYETHYLENE BAG) TO A HOLDER / KEEPER CASE OR DISPENSER CASE AT POINT OF USE.

**NOTE:** ALL TROOP ISSUE CUSTOMERS ARE CURRENTLY PROCESSING ORDERS AND RECEIPTS THROUGH EBS. IF NOT EDI CAPABLE, **FOR ORDERING, INVOICING, AND PAYMENT** PURPOSES, PROVIDE THE FOLLOWING INFORMATION:

**POINT(S) OF CONTACT FOR ORDERING:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

PLEASE PROVIDE A POINT OF CONTACT AND TELEPHONE NUMBER FOR MATTERS REGARDING INVOICES AND/OR PAYMENTS:

**POINT(S) OF CONTACT FOR INVOICING & PAYMENT:** \_\_\_\_\_

**PHONE NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**IS YOUR COMPANY CAPABLE OF RECEIVING ORDERS VIA EDI?**                      **YES**                      **NO**

**EDI Code (if applicable):** \_\_\_\_\_

[Ordering System](#)

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

STORES is the Government's ordering system which is capable of accepting orders from any of the Services', i.e. Army, Air Force, Navy or Marines, individual ordering systems and translating the orders into an

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 23 OF 106 PAGES
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EDI (Electronic Data Interchange) format. In addition, this information is transmitted to DLA TROOP SUPPORT for the purposes of contractor payment and customer billing.

Customers will be able to order all of their Milk, and Dairy requirements through STORES.

It is preferred that the successful vendor has access to the Internet and is able to send and receive electronic mail (e-mail).

The EDI-capable vendor must be able to conform to the Government's format for Item Descriptions on both the catalog and the invoices. The Government's format begins with a broad category and then continues with a more general description. For example, a half pint of whole milk would be described as "Milk, Whole, Chl (Chilled), ½ PT CO.

EDI capability is not a requirement for award under this solicitation. However, offerors should consider moving towards a fully functional EDI environment. In order to interface with STORES electronically, the offeror must be able to support the following EDI transaction sets:

Catalog (Vendor to DLA TROOP SUPPORT)  
Purchase Order  
Functional Acknowledgment  
Receipt  
Invoice (optional at this time)

Initially, a copy of the STORES Orders will be transmitted via FAX from the customers listed in this solicitation to the successful awardee(s). While it is not a requirement of this solicitation, vendors are encouraged to have a separate FAX line in order to accommodate orders in a timely, efficient manner.

**Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.**

## II. Order Placement

Customers shall place orders via STORES to accommodate order lead time stated on contract. Orders shall generally be sent no later than 10:00 A.M. two (2) days prior to the desired delivery date (or specified lead-time on the contract) in order to ensure maximum availability of product. However, a customer may decide to place an order with a longer lead-time for delivery except as noted on Section VI-A. Holidays.

The vendor should notify the customer, no later than 24 hours after order placement, of the non-availability of an item. If it appears that the vendor will not be able to fulfill the order in time to meet the required delivery date, the customer must zero-out the item in STORES and create a new purchase order for a replacement item.

**There shall be no line-item (LSN) additions to existing STORES orders.** Requirements for additional LSN's to prior/existing orders shall be ordered by customers via STORES as a new and separate STORES order.

All pricing is at the time the order is placed.

### Purchase Orders

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

### Product Quality

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 24 OF 106 PAGES
<p>sufficient remaining shelf life commensurate with good commercial practice. Each container, carton, etc. shall have visible, legible, and understandable "sell-by-date" or equivalent.</p> <p>Milk, Whipping Cream (fresh), Cream (fresh) and Half-and-Half (fresh), Ice Milk Mix, Fresh (soft serve), Milk Shake Mix, Fresh (direct draw), Buttermilk and Eggnog must be delivered with a minimum 10 days shelf life remaining.</p> <p>Whipping Cream (ultra-pasteurized), Half-and-Half (ultra-pasteurized), and Cream (ultra-pasteurized) must be delivered with a minimum 14 days shelf life remaining.</p> <p>Cottage Cheese, cultured and acidified, normal and extended shelf life must be delivered with a minimum 14 days shelf life remaining.</p> <p>Sour Cream must be delivered with a minimum 21 days shelf life remaining.</p> <p>Yogurt must be delivered with a minimum of 18 days shelf life remaining.</p> <p>Ice Cream must be delivered with a minimum 120 days shelf life remaining.</p> <p>Commercial standards should be used to maintain temperatures appropriate for the individual items.</p> <p><u>Contractor Quality Program</u></p> <p>The contractor shall develop and maintain a quality program for product acquisition, warehousing and distribution to assure the following:</p> <p>Standardized product quality;  The usage of First-In, First-Out (FIFO) principles;  Product shelf life is monitored;  Items are free of damage;  Correct items and quantities are selected and delivered;  Customer satisfaction is monitored;  Product discrepancies and complaints are resolved and corrective action is initiated;  Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DLA Troop Support;  Compliance with EPA and OSHA requirements;  Salvaged items or products shall not be used;</p> <p>The vendor shall comply with any findings or corrective actions noted on all its mandatory monthly and yearly inspections and audits performed by County, State, and Federal Agencies including the Food and Drug Administration and US Department of Health &amp; Human Services. The vendor will immediately notify the Contracting Officer of any negative findings by any of these auditing agencies which affect the performance of its contract(s) and of the vendor's corrective action. The Contracting Officer may request copies from the vendor of any negative County, State, or Federal health inspection which affects its contract(s). Failure to comply with County, State, and Federal milk regulations; apply corrective actions to audit findings; or not maintaining its pasteurization plant compliance at a rate of at least 90 percent or higher, as certified by a state milk sanitation officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers" may result in termination of the contract at the vendor's expense. In the event the vendor is subcontracting milk, dairy, or ice cream products, the vendor shall be responsible for replacing any noncomplying subcontractor with an approved subcontracting source or risk termination of the contract.</p> <p>The vendor shall have in place the proper temperature controls in their warehouse to ensure product is stored at commercially acceptable temperature settings.</p> <p>The vendor is required to submit a copy of each third party warehouse audit (i.e., Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers /other state or federal sanitation inspection certificates) in response to this solicitation.</p> <p><u>Warehousing and Sanitation Program/Stored Product Pest Management</u></p>		
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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 25 OF 106 PAGES
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The contractor shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as all pertinent state and local laws and regulations. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request.

Contractor Quality Audits

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

Recall Procedures Requirements

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

(1) Immediately notify the following personnel:

- a. Customers that have received the recall product
- b. DLA Troop Support Contracting Officer
- c. DLA Troop Support Account Manager
- d. DLA Troop Support Customer Safety Officer at 215 737 2922

(2) Provide the following information to the DLA Troop Support Consumer Safety Officer:

- a. Reason for recall
- b. Level of recall, i.e., Type I, II or III
- c. Description of product
- d. Amount of product
- e. List of customers that have received product
- f. Name and phone number of responsible person (Recall Coordinator)

(3) The vendor should provide a Final Status Report of Recall, when completed, to the DLA Troop Support Consumer Safety Officer.

(4) At the discretion of the affected customers, the vendor shall either replace at no additional cost or adjust the invoice quantity for any recalled product. Delivery of replacement product shall occur at the discretion of the customer.

Food Defense/Force Protection

DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA Troop Support to take steps to ensure measures are taken to prevent the deliberate tampering and contamination of subsistence items. The offeror must ensure that products and/or packaging have not been tampered with or contaminated throughout the growing, storage, and delivery process. Contract awardee will ensure to complete security of all conveyances to any military installations. The offeror must immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.

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

Packaging, Packing and Labeling

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 26 OF 106 PAGES
--------------------	--	----------------------

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

All items must be adequately protected during inclement weather

#### Inspection and Acceptance

##### Inspection and Acceptance

Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Medical Personnel, or Contracting Officer.

All deliveries are subject to military veterinary inspection. In addition, the delivery vehicles may be inspected for cleanliness and condition.

The Food Service Officer (and/or) Authorized Receiving Official (ARO) at each delivery point (are/is) responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to inspection of the product. All overages, shortages, and/or returns are to be noted on the delivery ticket by the receiving official and the truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product.

D. Contractor's delivery vehicles will stop and report to the veterinary inspection points as designated for inspection of his products before proceeding to any other designated delivery point.

#### Rapid Gate

Many bases currently require enrollment in Rapid Gate and will not allow entry without Rapid Gate clearance. During the contract implementation period, the Contractor must contact all customer locations to determine whether enrollment in Rapid Gate or another security program is required for access to each location. If Rapid Gate or other security enrollment is required, the contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have Rapid Gate clearance may result in a vendor being turned away from the base and being unable to complete delivery. The contractor is responsible for the additional cost for Rapid Gate enrollment and must ensure that a Rapid Gate enrolled driver is available for all deliveries. We currently estimate that Rapid Gate enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of Rapid Gate or other security enrollment may vary, so the contractor should contact Rapid Gate to determine its own costs. If more than one driver is required, Rapid Gate enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment in Rapid Gate is encountered during the implementation period, the contractor MUST contact Rapid Gate and/or the Security Officer at the applicable customer locations to resolve any issues with processing Rapid Gate enrollment so that the contractor will be able to deliver as required. For additional information regarding Rapid Gate, including enrollment instructions, please visit their website at <http://www.rapidgate.com>.

#### Warranties

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

#### Rejection Procedures

If product is determined to be defective, damaged, or compromised in any other manner, it may be rejected by the Authorized Receiving Official (ARO). All suspect items shall be segregated.

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When product is found to be nonconforming or damaged or otherwise suspect, the receiving personnel shall notify the Food Service Officer (FSO) (and/or) Authorized Receiving Official.

It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies.

If an item is rejected at the time of delivery, the delivery ticket/invoice must be annotated to reflect what item(s) and quantity(ies) were affected. The line item dollar value, as well as the total invoice dollar value, must be adjusted to reflect the adjusted value of the shipment.

If product is rejected after the delivery occurred, the vendor must pick up the rejected product at the time the next regular shipment is made.

#### Contract Closeout

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

#### Deliveries and Performance

##### **TERMS OF INDEFINITE QUANTITY CONTRACT**

The resultant contract will be a fixed price Indefinite Quantity Contract (IQC) with EPA applied to Class I fluid milk items and firm fixed price for all other items, for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.504(2)). The duration of the contract is for a term of 36 months, with two separate pricing tiers. The first pricing tier shall begin on the award date and be for a 24 months period (OCTOBER 26, 2014 – OCTOBER 23, 2016). The second pricing tier shall be for the following 12 month performance period (OCTOBER 23, 2016 – OCTOBER 21, 2017). The EPA will continue to apply for Class I fluid milk items throughout the contract. For all other items, the pricing will remain firm fixed for each pricing tier. The effective period for any contract resulting from this solicitation shall be from OCTOBER 26, 2014 through OCTOBER 21, 2017.

##### **ITEM AVAILABILITY**

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

##### **DELIVERY INSTRUCTIONS**

Deliveries shall be made FOB Destination to each ordering activity and shall be free of damage, with all packing and packaging intact.

Deliveries shall be made when and as requested by the Ordering Officer(s) of the activity concerned, and shall be accompanied by the delivery ticket of the dealer in triplicate, showing the exact quantities delivered. Deliveries shall be made by the contractor any day except Holidays, between the hours and location specified by the ordering officer.

##### **NO SUBSTITUTIONS**

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

## **V. SUBSTITUTIONS**

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

If the price of the substituted item is lower than the price of the item originally ordered, then the vendor shall invoice at the lower price and not the catalog price.

## **VI. HOLIDAYS**

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

New Year's Day  
Martin Luther King's Birthday  
President's Day  
Memorial Day  
Independence Day

Labor Day  
Columbus Day  
Veteran's Day  
Thanksgiving Day  
Christmas Day

NOTE: Saturday holidays are celebrated on the preceding Friday; Sunday holidays are celebrated on the following Monday.

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

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## **VII. EMERGENCY ORDERS**

In order to adequately support emergency order, the vendor must have the ability to provide "same day service" to a customer that is experiencing an emergency situation.

The vendor shall provide, at maximum, two (2) emergency orders per month, per individual ordering activity or individual ship or vessel, at no additional cost to the Government.

The vendor is responsible for furnishing the name of the designated point of contact responsible for handling emergency orders, and his/her phone number and/or pager number, to the customers.

## **VIII. AUTHORIZED RETURNS**

The contractor shall accept returns under the following conditions:

1. Products shipped in error;
2. Products damaged in shipment;

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 29 OF 106 PAGES
--------------------	--	----------------------

3. Products with concealed or latent damage;
4. Products that are recalled;
5. Products that do not meet shelf life requirements;
6. Products that do not meet the minimum quality requirements;
7. Products delivered in unsanitary vehicles;
8. Quantity excess as a result of order input error and/or Purchase Ratio Factor error.

Any other conditions not specified above that are deemed to be valid reasons for return by the customer.

**VIII. SHORT SHIPMENTS/SHIPPING ERRORS**

All short shipments must be annotated by the receiving official on the delivery ticket/invoices accompanying the shipment.

Any product delivered in error must be picked up by the vendor on the same day or by the next delivery day after notification by the ordering activity.

**VX. DELIVERY**

A delivery ticket will accompany each delivery citing order number, unit price, itemized, extended and totaled.

It is mandatory that the Delivery Ticket include the contract number, call number, lead CLIN number, purchase order number, government unit of issue. Total quantity shall be based on Government unit of issue.

A copy of coding system and tare weight of the items to be delivered is requested by consignee.

Prices cited on delivery tickets for STORES orders will be the prices at the time of order and not the prices at time of delivery.

All deliveries exclude national legal holidays unless otherwise indicated by ordering activity.

Milk and dairy products will be truck tail-gate delivered. Items will be off-loaded from the contractor(s) vehicle(s) and contractor personnel will place items delivered inside the dining halls, warehouses, etc. Deliveries to ships shall be brought to the brow of the vessel, when applicable.

**GROUP I: Fort Jackson TISA, Shaw AFB – Child Development Center, Shaw AFB – Emerson E. Williams Dining Facility, Shaw AFB – Youth Center**

Delivery is required 48 hours after order is placed. Orders may be placed with a longer lead-time; however, the minimum lead-time is 48 hours.

LOCATION		TIMES/FREQUENCY/LIMITATION	
DoDAAC	ACTIVITY	DELIVERY TIME	FREQUENCY
1. W37N04	FORT JACKSON TISA Bldg 2601 Door #7 Washington Road Fort Jackson, SC 29207 POC: Vanessa Witherspoon (803) 751-4129, <a href="mailto:vanessa.witherspoon@us.army.mil">vanessa.witherspoon @us.army.mil</a> Delivery points include:	07:30 ~ 14:00	Six (6) Deliveries per Week: Mon, Tue, Wed, Thur, Fri, Sat
STORES	FACILITY	DELIVERY ADDRESS	
113INF	1/13th Infantry Battalion Dining Facility	Bldg 11-500 Iverson Road, Fort Jackson, SC 29207	
134INF	1/34th Infantry Battalion Dining Facility	Bldg 5500 Pickens St. Fort Jackson, SC 29207	
1341NF	1/34 <sup>th</sup> Infantry Battalion Dining Facility	AGDFAC Bldg 2302 Sumter Street, Ft. Jackson, SC 29207	
161INF	1/61st Infantry Battalion Dining Facility	Bldg 11-900 Golden Arrow Road, Fort Jackson, SC 29207	
RECBN1	120th Adjutant General Dining Facility	Bldg 1875 Ewell Street, Fort Jackson, SC 29207	
187ORD	187th Ordnance Dining Facility	Bldg 2260 Sumter Street, Fort Jackson, SC 29207	
213INF	2/13th Infantry Battalion Dining Facility	Bldg 4270 Sumter Street, Fort Jackson, SC 29207	
239INF	2/39th Infantry Battalion Dining Facility	Bldg 10-401, Hampton Parkway, Fort Jackson, SC 29207	
260INF	2/60th Infantry Battalion Dining Facility	Bldg 11-128 Iverson Street, Fort Jackson, SC 29207	
313INF	3/13th Infantry Battalion Dining Facility	Bldg 5422 Manigault Street, Fort Jackson, SC 29207	
334INF	3/34th Infantry Battalion Dining Facility	Bldg 10-791 Winder Street, Fort Jackson, SC 29207	
360INF	3/60th Infantry Battalion Dining Facility	Bldg 5482 Manigault Street, Fort Jackson, SC 29207	
369AGB	369th Adjutant General Dining Facility	Bldg 4210 Sumter Street, Fort Jackson, SC 29207	
USSDSS	US Army Drill Sergeant School DFAC	Bldg 9572 Marion Avenue, Fort Jackson, SC 29207	
W37N04	TISA Warehouse	Bldg 2601 Washington Road, Fort Jackson, SC 29207	
The contractor shall deliver items under this contract to all military locations on Fort Jackson, SC as indicated above. It is possible during the contract period that other facilities may reopen and that additional Fort Jackson delivery locations may be added. Should this occur, ample advance notice will be given to the contractor.			
2. FT9416	SHAW AFB, CHILD DEVELOPMENT CENTER 320 Laurel Street, Bldg 2446  Shaw AFB, SC 29152 POC: Connie Norris, (803) 895-1212, <a href="mailto:norris.connie@shaw.af.mil">norris.connie@shaw.af.mil</a>	07:30 ~ 9:30	Two (2) Deliveries per Week: Tues & Thurs
3. FT9017	SHAW AFB, EMERSON E. WILLIAMS DINING FACILITY 417 Polifka Street Shaw AFB, SC 29152	07:30 ~ 9:30	Two Deliveries per Week: Mon, Thurs
CONTINUED ON NEXT PAGE			

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 31 OF 106 PAGES
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POC: Matt Franklin  
(803) 895-9795  
[Matthew.franklin.1@us.af.mil](mailto:Matthew.franklin.1@us.af.mil)

- |    |        |   |               |   |
|----|--------|---|---------------|---|
| 4. | FT9454 | SHAW AFB YOUTH CENTER<br>322 Shaw Drive<br>Shaw AFB, SC 29152<br>POC: Connie Norris<br>(803) 895-1212<br><a href="mailto:norris.connie@shaw.af.mil">norris.connie@shaw.af.mil</a>                             | 07:30 ~ 9:30  | Two (2) Deliveries<br>per Week: Tues &<br>Thurs |
| 5. | FT6401 | MCENTIRE AIR NATIONAL GUARD STATION<br>1325 South Carolina Road, Suite 12<br>Eastover, SC 29044<br>POC: MSgt Smith<br>(803) 647-8686 , <a href="mailto:larry.smith.1@ang.af.mil">larry.smith.1@ang.af.mil</a> | 08:30 ~ 12:00 | One Delivery per<br>Month                       |

**Delivery Points for Group II – : MILK AND DAIRY PRODUCTS – TROOP ISSUE:**

MCRD Parris Island, MCAS Beaufort, DSSC Paris Island, Naval Weapons Station  
Galley, Charleston AFB Dining Facility, Charleston AFB CDC, Charleston AFB Flight Kitchen, FISC JAX Charleston  
Detachment, NAVCON Brig Charleston, Port Of Charleston, USCGC, Vessels in the Charleston area

**Schedule of Delivery Points – Group I**

<u>ACTIVITY</u>	<u>DELIVERY TIME</u>	<u>FREQUENCY</u>
<b>Marine Corps (MCRD)</b> 600 Panama Street, Bldg. 295 Parris Island, SC 29905 POC: Stephen Ford (843)379-5076 <a href="mailto:Stephen.Ford@sodexo.com">Stephen.Ford@sodexo.com</a> Vivian Haynes (843)228-3180 <a href="mailto:Vivan.haynes@usmc.mil">Vivan.haynes@usmc.mil</a> The Ordering Point for ship to Locations #1-7 is <b>M0026A</b>	0500 -1400 C 0600 -0900 06	Six (6) Deliveries/Week Monday - Friday, Saturday
1. <b>MCRD – 1<sup>st</sup> Battalion Mess Hall (MW0590)</b> 590 Guantanamo Street Parris Island, SC 29905		
2. <b>MCRD - 2ND BN MESS HALL (MW0600)</b>		

CONTINUED ON NEXT PAGE





CONTINUATION SHEET		REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035		PAGE 33 OF 106 PAGES
Terrance.green.2@us.af.mil				
10.	<b>Charleston AFB Flight Feeding (FT9001)</b> 107 Bates Rd. Charleston AFB, SC 29406 POC:Christian Farin (843)963-3106 Christian.farin@us.af.mil Ordering Point (FT9000)	0600 ~ 14:00	Five (5) Deliveries per Week: Mon - Fri,	
11.	<b>Naval Consolidated Brig Charleston (N45610)</b> 1050 Redmont Rd Charleston, SC 29405 POC: E-5 Thomas Keller (843)794-0315 Thomas.b.keller@navy.mil	0500 ~ 1100	Two (2) Deliveries per Tues & Thurs	
12.	<b>Charleston AFB CDC (FT9448)</b> 101 Refueling Rd. Goose Creek, SC 29445 POC: Hawanalua Ravenel (843) 963-4366 Hawanalua.ravenel@charleston.af.mil Ship to Note The Ordering Point for Ship to Locations is #12-15 is <b>FT9448</b>	Multiple Delivery Points	Five (5) Deliveries per Mon-Fri 0600 - 1400	
<b>GROUP II: MCRD Parris Island, MCAS Beaufort, DSSC Paris Island, Naval Weapons Station Galley, Charleston AFB Dining Facility, Charleston AFB CDC, Charleston AFB Flight Kitchen, FISC JAX Charleston Detachment, NAVCON Brig Charleston, Port Of Charleston, USCGC, Vessels in the Charleston area</b>				
<u>LOCATION</u>		<u>TIMES/FREQUENCY/LIMITATION</u>		
Schedule of Delivery Points – Group II				
<u>DoDAAC</u>	<u>ACTIVITY</u>	<u>DELIVERY TIME</u>	<u>FREQUENCY</u>	
13.	<b>Charleston AFB Youth Program (FT9595)</b> 2451 North O'Neal Rd., Bldg. 1993 Charleston AFB, SC 29404 POC: Floyd Whitfield (843)963-5684 floyd.whitfield@charleston.af.mil Note: The Ordering Point for Ship to Location <b>FT9595</b> is <b>FT9448</b>			
14.	<b>Naval Weapons Station Youth Center (FT9593)</b> Rd., Bldg. 3107 North Charleston AFB, SC 29406 POC: Geraldine Williams (843)764-7809 Bobbie.persterfield@charleston.af.mil Note: The Ordering Point for Ship to Location <b>FT9593</b> is <b>FT9448</b>			1050 Remount
15.	<b>Naval Weapons Station CDC (FT9594)</b> 201 Von Steuben St., Bldg 1693 Goose Creek, SC 29445 POC: Willie Jackson (843)764-7408 willie.jackson@charleston.af.mil Note: The Ordering Point for Ship to Location <b>FT9594</b> is <b>FT9448</b>			
16.	<b>FISC Jax/Charleston Detachment (N39825)</b> 307 N. Grave Ave Charleston, SC 29404		<b>AS NEEDED</b> (contact POC)	
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POC: Mr. Ralph Baxter (843)963-4837  
Ralph.baxter@us.af.mil

17. **U.S Coast Guard (CGSC01)**  
1050 Register Street  
North Charleston, SC 29405  
POC: SCPO Steven Jedziniak (215)737-2915  
steven.jedziniak@dla.mil

**AS NEEDED**  
(contact POC)

**GROUP II: MCRD Parris Island, MCAS Beaufort, DSSC Parris Island, Naval Weapons Station Galley, Charleston AFB Dining Facility, Charleston AFB CDC, Charleston AFB Flight Kitchen, FISC JAX Charleston Detachment, NAVCON Brig Charleston, Port Of Charleston, USCGC, Vessels in the Charleston area**

LOCATION TIMES/FREQUENCY/LIMITATION

Schedule of Delivery Points – Group II

DoDAAC ACTIVITY DELIVERY TIME FREQUENCY

18.	<b>NOAA Ships (NOAASC)</b> 1050 Register Street North Charleston, SC 29405	<b>AS NEEDED</b> (contact POC)
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**NOAA Ship Ronald H Brown (1333AV)**  
 POC: Michael Smith (757)441-6439  
 Mike.smith@noaa.gov

**NOAA Ship Nancy Foster (133327)**  
 POC: Lito Llana (843)991-6326  
 Lito.llana@noaa.gov

Note: The ordering Point for NOAA Ships is **NOAASC**

19.	<b>U.S and Visiting Vessels that dock in Charleston, SC area</b>	<b>0530 – 1700 Any day of the week Monday - Sunday</b>
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**Notes:**  
 Except for deliveries made to ships, vendors are required to shelf stock in accordance with standard commercial practice unless otherwise directed by the customer.  
 Contractor’s delivery vehicles shall stop and report to the veterinary point as designated for inspection of products before processing to any designated delivery points.  
 Vendors supplying MCAS Beaufort, SC must present their products for inspection at MCRD Paris Island, SC prior to delivery to MCAS Beaufort, SC.  
 Not more than one delivery will be required on any one day to a particular vessel.  
 The products delivered to the ships shall be packaged in Non-returnable, Disposable cardboard cartons with sufficient strength for stacking.

**CONTRACT ADMINISTRATION DATA**  
  
**I. CONTRACTING AUTHORITY**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 36 OF 106 PAGES
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- A. The DLA Troop Support Contracting Officer is the only person authorized to approve changes to, or modify any requirement of, the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA Troop Support Contracting Officer.
- B. In the event the vendor effects any change at the direction of any person other than the DLA Troop Support Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made to cover any costs associated with such change.
- C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DLA Troop Support Contracting Officer.

## II. INVOICING

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

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

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

- 1. Contract Number;
- 2. Call Number or Delivery Order Number or Contract Order Number;
- 3. Purchase Order Number;
- 4. Contract Line Items listed in numeric sequence (also referred to as CLIN order);
- 5. DODAAC
- 6. Item Nomenclature;
- 7. LSN or NSN;
- 8. Quantity purchased per item in DLA Troop Support's unit of issue;
- 9. Clearly identified and annotated changes on all copies;
- 10. Total dollar value of each invoice (reflecting changes to the shipment, if applicable).
- C. All invoices must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to its submission.
- D. Vendors shall submit **one invoice per purchase order**.
- E. Unit prices and extended prices must be formatted to only two (2) places beyond the decimal point. STORES will not accommodate positions of three (3) and above places beyond the decimal point. For example, an extended unit price of \$1.087 must be rounded up to \$1.09.
- F. Information on the Market Ready EDI invoicing website: The Market Ready EDI invoicing website will be prefilled with data from STORES. To register, go to the website (<https://www.DLA.Troop Support.dla.mil/subs/index.asp>). After registration, you will receive a User Name and Password to access data from your contract. You will then be asked to review data on the website and either post new lines or change existing lines on the site to reflect what was delivered. EDI invoices will be generated which will be sent to the paying office for payment.
- G. Vendor Reconciliation Tool - The STORES/BSM Reconciliation tool is available from the DLA Troop Support Subsistence Website at [https://www.stores.dla.mil/acct\\_mgr\\_tool/Login.asp](https://www.stores.dla.mil/acct_mgr_tool/Login.asp). This tool is only for vendors that have a DLA Troop Support contract and are invoicing using the 810 transaction set. Both invoice and receipt information will be available for review on the EBS website by the Market Ready Vendor. In order to view information on this website you must apply for a password. The reconciliation tool will match the customers' receipts to the vendors' electronically submitted EDI 810 invoice. The vendors will be able to see the lines that did not match for review and possible update. A training tool is available on our homepage under Reconciliation tool training.
- H. All vendors are required to obtain a Public Key Interface (PKI) certificate for each individual that will have access to the Market Ready EDI Invoicing website and/or the DLA Troop Support Reconciliation Tool.

## III. PAYMENTS

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 37 OF 106 PAGES
--------------------	--	----------------------

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

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

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

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

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

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

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

**IV. ADMINISTRATION**

A. Administration of the contract will be performed by DLA Troop Support in Philadelphia.

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

C. The DLA Troop Support Contracting Officer must approve any changes to the contract.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 38 OF 106 PAGES
--------------------	--	----------------------

**52.212-1 -- Instructions to Offerors -- Commercial Items. (Jul 2013)**

As prescribed in [12.301](#)(b)(1), insert the following provision:

(a) *North American Industry Classification System (NAICS) code and small business size standard.* The NAICS code and small business size standard for this acquisition appear in Block 10 of the solicitation cover sheet (SF 1449). However, the small business size standard for a concern which submits an offer in its own name, but which proposes to furnish an item which it did not itself manufacture, is 500 employees.

(b) *Submission of offers.* Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on the SF 1449, letterhead stationery, or as otherwise specified in the solicitation. As a minimum, offers must show --

- (1) The solicitation number;
- (2) The time specified in the solicitation for receipt of offers;
- (3) The name, address, and telephone number of the offeror;
- (4) A technical description of the items being offered in sufficient detail to evaluate compliance with the requirements in the solicitation. This may include product literature, or other documents, if necessary;
- (5) Terms of any express warranty;
- (6) Price and any discount terms;
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 (see FAR 52.212-3(b) for those representations and certifications that the offeror shall complete electronically);
- (9) Acknowledgment of Solicitation Amendments;
- (10) Past performance information, when included as an evaluation factor, to include recent and relevant contracts for the same or similar items and other references (including contract numbers, points of contact with telephone numbers and other relevant information); and
- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

(c) *Period for acceptance of offers.* The offeror agrees to hold the prices in its offer firm for 30 calendar days from the date specified for receipt of offers, unless another time period is specified in an addendum to the solicitation.

(d) *Product samples.* When required by the solicitation, product samples shall be submitted at or prior to the time specified for receipt of offers. Unless otherwise specified in this solicitation, these samples shall be submitted at no expense to the Government, and returned at the sender's request and expense, unless they are destroyed during preaward testing.

(e) *Multiple offers.* Offerors are encouraged to submit multiple offers presenting alternative terms and conditions or commercial items for satisfying the requirements of this solicitation. Each offer submitted will be evaluated separately.

(f) *Late submissions, modifications, revisions, and withdrawals of offers.*

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 39 OF 106 PAGES
<p>(1) Offerors are responsible for submitting offers, and any modifications, revisions, or withdrawals, so as to reach the Government office designated in the solicitation by the time specified in the solicitation. If no time is specified in the solicitation, the time for receipt is 4:30 p.m., local time, for the designated Government office on the date that offers or revisions are due.</p> <p>(2)</p> <p>(i) Any offer, modification, revision, or withdrawal of an offer received at the Government office designated in the solicitation after the exact time specified for receipt of offers is "late" and will not be considered unless it is received before award is made, the Contracting Officer determines that accepting the late offer would not unduly delay the acquisition; and—</p> <p>(A) If it was transmitted through an electronic commerce method authorized by the solicitation, it was received at the initial point of entry to the Government infrastructure not later than 5:00 p.m. one working day prior to the date specified for receipt of offers; or</p> <p>(B) There is acceptable evidence to establish that it was received at the Government installation designated for receipt of offers and was under the Government's control prior to the time set for receipt of offers; or</p> <p>(C) If this solicitation is a request for proposals, it was the only proposal received.</p> <p>(ii) However, a late modification of an otherwise successful offer, that makes its terms more favorable to the Government, will be considered at any time it is received and may be accepted.</p> <p>(3) Acceptable evidence to establish the time of receipt at the Government installation includes the time/date stamp of that installation on the offer wrapper, other documentary evidence of receipt maintained by the installation, or oral testimony or statements of Government personnel.</p> <p>(4) If an emergency or unanticipated event interrupts normal Government processes so that offers cannot be received at the Government office designated for receipt of offers by the exact time specified in the solicitation, and urgent Government requirements preclude amendment of the solicitation or other notice of an extension of the closing date, the time specified for receipt of offers will be deemed to be extended to the same time of day specified in the solicitation on the first work day on which normal Government processes resume.</p> <p>(5) Offers may be withdrawn by written notice received at any time before the exact time set for receipt of offers. Oral offers in response to oral solicitations may be withdrawn orally. If the solicitation authorizes facsimile offers, offers may be withdrawn via facsimile received at any time before the exact time set for receipt of offers, subject to the conditions specified in the solicitation concerning facsimile offers. An offer may be withdrawn in person by an offeror or its authorized representative if, before the exact time set for receipt of offers, the identity of the person requesting withdrawal is established and the person signs a receipt for the offer.</p> <p>(g) <i>Contract award (not applicable to Invitation for Bids).</i> The Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct discussions if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest; accept other than the lowest offer; and waive informalities and minor irregularities in offers received.</p> <p>(h) <i>Multiple awards.</i> The Government may accept any item or group of items of an offer, unless the offeror qualifies the offer by specific limitations. Unless otherwise provided in the Schedule, offers may not be submitted for quantities less than those specified. The Government reserves the right to make an award on any item for a quantity less than the quantity offered, at the unit prices offered, unless the offeror specifies otherwise in the offer.</p> <p>(i) Availability of requirements documents cited in the solicitation.</p> <p>(1)</p>		
CONTINUED ON NEXT PAGE		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 40 OF 106 PAGES
--------------------	--	----------------------

(i) The GSA Index of Federal Specifications, Standards and Commercial Item Descriptions, FPMR Part 101-29, and copies of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained for a fee by submitting a request to--

GSA Federal Supply Service Specifications Section

Suite 8100  
470 L'Enfant Plaza, SW  
Washington, DC 20407  
Telephone (202) 619-8925)

Facsimile (202 619-8978).

(ii) If the General Services Administration, Department of Agriculture, or Department of Veterans Affairs issued this solicitation, a single copy of specifications, standards, and commercial item descriptions cited in this solicitation may be obtained free of charge by submitting a request to the addressee in paragraph (i)(1)(i) of this provision. Additional copies will be issued for a fee.

(2) Most unclassified Defense specifications and standards may be downloaded from the following ASSIST websites--

(i) ASSIST (<http://assist.daps.dla.mil>).

(ii) Quick Search (<http://assist.daps.dla.mil/quicksearch/>).

(iii) ASSISTdocs.com (<http://assistdocs.com>).

(3) Documents not available from ASSIST may be ordered from the Department of Defense Single Stock Point (DoDSSP) by—

(i) Using the ASSIST Shopping Wizard ( <http://assist.daps.dla.mil/wizard> );

(ii) Phoning the DoDSSP Customer Service Desk (215) 697-2179, Mon-Fri, 0730 to 1600 EST; or

(iii) Ordering from DoDSSP, Building 4 Section D, 700 Robbins Avenue, Philadelphia, PA 19111-5094, Telephone (215) 697/2197, Facsimile (215) 697-1462.

(4) Nongovernment (voluntary) standards must be obtained from the organization responsible for their preparation, publication, or maintenance.

(j) *Data Universal Numbering System (DUNS) Number.* (Applies to offers exceeding \$3,000, and offers of \$3,000 or less if the solicitation requires the Contractor to be registered in the System for Award Management (SAM) database. The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS+4" followed by the DUNS or DUNS+4 number that identifies the offeror's name and address. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR Subpart 32.11) for the same concern. If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one. An offeror within the United States may contact Dun and Bradstreet by calling 1-866-705-5711 or via the Internet at <http://fedgov.dnb.com/webform>. An offeror located outside the United States must contact the local Dun and Bradstreet office for DUNS number. The offeror should indicate that it is an offeror for a Government contract when contacting the local Dun and Bradstreet office.

(k) *System for Award Management.* Unless exempted by an addendum to this solicitation, by submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance and through final payment of any contract resulting from this solicitation. If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror. Offerors may obtain information on registration and annual confirmation requirements via the SAM database accessed through <https://www.acquisition.gov>.

CONTINUED ON NEXT PAGE



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 41 OF 106 PAGES
--------------------	--	----------------------

- (I) *Debriefing.* If a post-award debriefing is given to requesting offerors, the Government shall disclose the following information, if applicable:
- (1) The agency's evaluation of the significant weak or deficient factors in the debriefed offeror's offer.
  - (2) The overall evaluated cost or price and technical rating of the successful and debriefed offeror and past performance information on the debriefed offeror.
  - (3) The overall ranking of all offerors, when any ranking was developed by the agency during source selection.
  - (4) A summary of rationale for award;
  - (5) For acquisitions of commercial items, the make and model of the item to be delivered by the successful offeror.
  - (6) Reasonable responses to relevant questions posed by the debriefed offeror as to whether source-selection procedures set forth in the solicitation, applicable regulations, and other applicable authorities were followed by the agency.

(End of Provision)

**52.212-2 -- Evaluation -- Commercial Items. (Jan 1999)**

As prescribed in [12.301](#)(c), the Contracting Officer may insert a provision substantially as follows:

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

*[Contracting Officer shall insert the significant evaluation factors, such as*

- (i) technical capability of the item offered to meet the Government requirement;*
- (ii) price;*
- (iii) past performance (see FAR 15.304);*
- (iv) small disadvantaged business participation; and include them in the relative order of importance of the evaluation factors, such as in descending order of importance.]*

Technical and past performance, when combined, are \_\_\_\_\_ [Contracting Officer state, in accordance with FAR 15.304, the relative importance of all other evaluation factors, when combined, when compared to price.]

(b) *Options.* The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 42 OF 106 PAGES
--------------------	--	----------------------

(End of Provision)

**52.212-3 -- Offeror Representations and Certifications -- Commercial Items. (Nov 2013)**

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

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

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

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

"Forced or indentured child labor" means all work or service—

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 43 OF 106 PAGES
--------------------	--	----------------------

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

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

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

Sensitive technology—

- (1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
  - (i) To restrict the free flow of unbiased information in Iran; or
  - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

- (1) Means a small business concern—
  - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
  - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.
- (2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 44 OF 106 PAGES
--------------------	--	----------------------

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of the its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

“Women-owned small business concern” means a small business concern --

(1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b)

(1) *Annual Representations and Certifications.* Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the SAMwebsite.

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

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

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

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

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

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 45 OF 106 PAGES
--------------------	--	----------------------

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

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

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

(6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not a WOSB concern eligible under the WOSB Program, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—

(i) It ☐ is, ☐ is not an EDWOSB concern, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and

(ii) It ☐ is, ☐ is not a joint venture that complies with the requirements of 13 CFR part 127, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. [The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are participating in the joint venture: \_\_\_\_\_.] Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.

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

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

\_\_\_\_\_

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

(i) *General.* The offeror represents that either—

(A) It ☐ is, ☐ is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the SAM Dynamic Small Business Search database maintained by the Small Business Administration , and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 46 OF 106 PAGES
<p>net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or</p> <p>(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.</p> <p>(ii) <i>Joint Ventures under the Price Evaluation Alternate I (Feb 2000)</i>. As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.</p> <p><i>Alternate II (May 2014)</i>. As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:</p> <p>(d)</p> <p>(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—</p> <p>(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and</p> <p>(ii) Interview any officer or employee regarding such transactions.</p> <p>(e)</p> <p>(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—</p> <p>(i) <i>Paragraph (d) of this clause</i>. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and</p> <p>(ii) <i>Those clauses listed in this paragraph (e)(1)</i>. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—</p> <p>(A) 52.203–13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).</p> <p>(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).</p> <p>(C) 52.219–8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(D) 52.222–26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p>(E) 52.222–35, Equal Opportunity for Veterans (Sept 2010) (38 U.S.C. 4212).</p> <p>(F) 52.222–36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).</p> <p>(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.</p> <p>(H) 52.222–41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).</p> <p>(I) 52.222–50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).</p> <p>(J) 52.222–51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).</p> <p>(K) 52.222–53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).</p> <p>(L) 52.222–54, Employment Eligibility Verification (Aug 2013).</p>		

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 47 OF 106 PAGES
--------------------	--	----------------------

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

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

**[Class Deviation- 2013-O0019, Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement System. This clause deviation is effective on Sep 25, 2013, and remains in effect for five years, or until otherwise rescinded**

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

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

(i) It ☐ is, ☐ is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR part 126; and

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United



States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

\_\_\_\_\_

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:

[List as necessary]

(5) *Trade Agreements Certificate.* (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled “Trade Agreements.”

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

- (1) ☐ Are, ☐ are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (2) ☐ Have, ☐ have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property; and
- (3) ☐ Are, ☐ are not presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4) ☐ Have, ☐ have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

☐ (ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that is has made a good

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 52 OF 106 PAGES
--------------------	--	----------------------

faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2) ☐ Outside the United States.

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

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

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

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

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

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

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

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

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

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

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

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 53 OF 106 PAGES
--------------------	--	----------------------

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

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

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

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

(3) Taxpayer Identification Number (TIN).

☐ TIN:\_\_\_\_\_.

☐ TIN has been applied for.

☐ TIN is not required because:

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

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

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

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

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

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other \_\_\_\_\_.

(5) Common parent.

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

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 54 OF 106 PAGES
--------------------	--	----------------------

☐ Name and TIN of common parent:

Name \_\_\_\_\_

TIN \_\_\_\_\_

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

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

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

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

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

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

(2) Representation and Certification. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(End of Provision)

#### **52.212-4 -- Contract Terms and Conditions -- Commercial Items. (May 2014)**

As prescribed in [12.301](#)(b)(3), insert the following clause:

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 55 OF 106 PAGES
<p>(a) <i>Inspection/Acceptance.</i> The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --</p> <p>(1) Within a reasonable time after the defect was discovered or should have been discovered; and</p> <p>(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.</p> <p>(b) <i>Assignment.</i> The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C.3727). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.</p> <p>(c) <i>Changes.</i> Changes in the terms and conditions of this contract may be made only by written agreement of the parties.</p> <p>(d) <i>Disputes.</i> This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.</p> <p>(e) <i>Definitions.</i> The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.</p> <p>(f) <i>Excusable delays.</i> The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.</p> <p>(g) <i>Invoice.</i></p> <p>(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --</p> <p>(i) Name and address of the Contractor;</p> <p>(ii) Invoice date and number;</p> <p>(iii) Contract number, contract line item number and, if applicable, the order number;</p> <p>(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;</p> <p>(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;</p> <p>(vi) Terms of any discount for prompt payment offered;</p> <p>(vii) Name and address of official to whom payment is to be sent;</p> <p>(viii) Name, title, and phone number of person to notify in event of defective invoice; and</p>		
CONTINUED ON NEXT PAGE		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 56 OF 106 PAGES
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(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer—System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity*. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount*. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments*. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

CONTINUED ON NEXT PAGE



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 57 OF 106 PAGES
<p>(6) Interest.</p> <p>(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.</p> <p>(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.</p> <p>(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—</p> <p style="padding-left: 40px;">(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;</p> <p style="padding-left: 40px;">(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or</p> <p style="padding-left: 40px;">(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).</p> <p>(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.</p> <p>(v) Amounts shall be due at the earliest of the following dates:</p> <p style="padding-left: 40px;">(A) The date fixed under this contract.</p> <p style="padding-left: 40px;">(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.</p> <p>(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—</p> <p style="padding-left: 40px;">(A) The date on which the designated office receives payment from the Contractor;</p> <p style="padding-left: 40px;">(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or</p> <p style="padding-left: 40px;">(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.</p> <p>(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.</p> <p>(j) <i>Risk of loss.</i> Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:</p> <p style="padding-left: 40px;">(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or</p> <p style="padding-left: 40px;">(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.</p> <p>(k) <i>Taxes.</i> The contract price includes all applicable Federal, State, and local taxes and duties.</p>		
<b>CONTINUED ON NEXT PAGE</b>		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 58 OF 106 PAGES
<p>(l) <i>Termination for the Government's convenience.</i> The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.</p> <p>(m) <i>Termination for cause.</i> The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.</p> <p>(n) <i>Title.</i> Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.</p> <p>(o) <i>Warranty.</i> The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.</p> <p>(p) <i>Limitation of liability.</i> Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.</p> <p>(q) <i>Other compliances.</i> The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.</p> <p>(r) <i>Compliance with laws unique to Government contracts.</i> The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.</p> <p>(s) <i>Order of precedence.</i> Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> <li>(1) The schedule of supplies/services.</li> <li>(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause.</li> <li>(3) The clause at 52.212-5.</li> <li>(4) Addenda to this solicitation or contract, including any license agreements for computer software.</li> <li>(5) Solicitation provisions if this is a solicitation.</li> <li>(6) Other paragraphs of this clause.</li> <li>(7) The Standard Form 1449.</li> <li>(8) Other documents, exhibits, and attachments.</li> <li>(9) The specification.</li> </ol> <p>(t) System for Award Management (SAM).</p>		
CONTINUED ON NEXT PAGE		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 59 OF 106 PAGES
<p>(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the SAM database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the SAM database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the SAM database to ensure it is current, accurate and complete. Updating information in the SAM does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.</p> <p>(2)</p> <p>(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:</p> <p>(A) Change the name in the SAM database;</p> <p>(B) Comply with the requirements of Subpart 42.12 of the FAR;</p> <p>(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.</p> <p>(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the SAM information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.</p> <p>(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the SAM record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the SAM database. Information provided to the Contractor's SAM record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.</p> <p>(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via SAM accessed through <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>.</p> <p>(u) Unauthorized Obligations.</p> <p>(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End Use 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:</p> <p>(i) Any such clause is unenforceable against the Government.</p> <p>(ii) 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.</p> <p>(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.</p> <p>(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.</p>		

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 60 OF 106 PAGES
<p style="text-align: center;">(End of Clause)</p> <p><i>Alternate I (May 2014)</i> When a time-and-materials or labor-hour contract is contemplated, substitute the following paragraphs (a), (e), (i), (l), and (m) for those in the basic clause.</p> <p>(a) <i>Inspection/Acceptance.</i></p> <p>(1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.</p> <p>(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.</p> <p>(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.</p> <p>(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. <i>[Insert portion of labor rate attributable to profit.]</i></p> <p>(5)</p> <p style="padding-left: 40px;">(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may—</p> <p style="padding-left: 80px;">(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or</p> <p style="padding-left: 80px;">(B) Terminate this contract for cause.</p> <p style="padding-left: 40px;">(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.</p> <p>(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--</p> <p style="padding-left: 40px;">(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or</p> <p style="padding-left: 40px;">(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.</p> <p>(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.</p> <p style="text-align: right;"><b>CONTINUED ON NEXT PAGE</b></p>		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 61 OF 106 PAGES
<p>(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.</p> <p>(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.</p> <p>(e) Definitions.</p> <p>(1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause—</p> <p>(i) <i>Direct materials</i> means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.</p> <p>(ii) <i>Hourly rate</i> means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are—</p> <p>(A) Performed by the contractor;</p> <p>(B) Performed by the subcontractors; or</p> <p>(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.</p> <p>(iii) <i>Materials</i> means—</p> <p>(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;</p> <p>(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;</p> <p>(C) Other direct costs (e.g., incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);</p> <p>(D) The following subcontracts for services which are specifically excluded from the hourly rate: <i>[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.];</i> and</p> <p>(E) Indirect costs specifically provided for in this clause.</p> <p>(iv) <i>Subcontract</i> means any contract, as defined in FAR Subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.</p> <p>(i) Payments.</p> <p>(1) <i>Work performed.</i> The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:</p> <p>(i) Hourly rate.</p> <p>(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.</p> <p style="text-align: right;"><b>CONTINUED ON NEXT PAGE</b></p>		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 62 OF 106 PAGES
<p>(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.</p> <p>(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.</p> <p>(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.</p> <p>(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.</p> <p style="padding-left: 40px;">(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.</p> <p style="padding-left: 40px;">(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.</p> <p style="padding-left: 40px;">(3) If the Schedule provided rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.</p> <p>(ii) Materials.</p> <p>(A) If the Contractor furnishes materials that meet the definition of a commercial item at FAR 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--</p> <p style="padding-left: 40px;">(1) Quantities being acquired; and</p> <p style="padding-left: 40px;">(2) Any modifications necessary because of contract requirements.</p> <p>(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor—</p> <p style="padding-left: 40px;">(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or</p> <p style="padding-left: 40px;">(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.</p> <p>(C) To the extent able, the Contractor shall—</p> <p style="padding-left: 40px;">(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and</p> <p style="padding-left: 40px;">(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.</p> <p>(D) <i>Other Costs.</i> Unless listed below, other direct and indirect costs will not be reimbursed.</p>		
<b>CONTINUED ON NEXT PAGE</b>		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 63 OF 106 PAGES
<p>(1) Other direct Costs. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause: [Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]</p> <p>(2) Indirect Costs (Material handling, Subcontract Administration, etc.). The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: [Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'."]</p> <p>(2) <i>Total cost.</i> It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.</p> <p>(3) <i>Ceiling price.</i> The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.</p> <p>(4) <i>Access to records.</i> At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):</p> <p>(i) Records that verify that the employees whose time has been included in any invoice met the qualifications for the labor categories specified in the contract.</p> <p>(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment—</p> <p>(A) The original timecards (paper-based or electronic);</p> <p>(B) The Contractor's timekeeping procedures;</p> <p>(C) Contractor records that show the distribution of labor between jobs or contracts; and</p> <p>(D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.</p> <p>(iii) For material and subcontract costs that are reimbursed on the basis of actual cost—</p>		
CONTINUED ON NEXT PAGE		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 64 OF 106 PAGES
<p>(A) Any invoices or subcontract agreements substantiating material costs; and</p> <p>(B) Any documents supporting payment of those invoices.</p> <p>(5) <i>Overpayments/Underpayments.</i> Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall—</p> <p>(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—</p> <p>(A) Circumstances of the overpayment (<i>e.g.</i>, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);</p> <p>(B) Affected contract number and delivery order number, if applicable;</p> <p>(C) Affected contract line item or subline item, if applicable; and</p> <p>(D) Contractor point of contact.</p> <p>(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.</p> <p>(6)</p> <p>(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.</p> <p>(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.</p> <p>(iii) Final Decisions. The Contracting Officer will issue a final decision as required by 33.211 if—</p> <p>(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;</p> <p>(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or</p> <p>(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.60702).</p> <p>(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.</p> <p>(v) Amounts shall be due at the earliest of the following dates:</p> <p>(A) The date fixed under this contract.</p> <p style="text-align: right;"><b>CONTINUED ON NEXT PAGE</b></p>		



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 65 OF 106 PAGES
<p>(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.</p> <p>(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—</p> <p>(A) The date on which the designated office receives payment from the Contractor;</p> <p>(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or</p> <p>(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.</p> <p>(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.</p> <p>(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.</p> <p>(7) <i>Release of claims.</i> The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.</p> <p>(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.</p> <p>(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.</p> <p>(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.</p> <p>(8) <i>Prompt payment.</i> The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C 3903) and prompt payment regulations at 5 CFR part 1315.</p> <p>(9) <i>Electronic Funds Transfer (EFT).</i> If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.</p> <p>(10) <i>Discount.</i> In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.</p> <p>(l) <i>Termination for the Government's convenience.</i> The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to</p>		
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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 66 OF 106 PAGES
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the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon written request, with adequate assurances of future performance. Subject to the terms of this contract, the Contractor shall be paid an amount computed under paragraph (i) Payments of this clause, but the "hourly rate" for labor hours expended in furnishing work not delivered to or accepted by the Government shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified in paragraph (a)(4) of this clause, the portion of the "hourly rate" attributable to profit shall be 10 percent. In the event of termination for cause, the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

[\(DoD components, see SPS Deviation below\)](#)

**52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (Jun 2014)**

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

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

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

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

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

*[Contracting Officer check as appropriate.]*

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

\_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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

\_\_\_ (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_ (5) [Reserved]

\_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 67 OF 106 PAGES
<p>___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).</p> <p>___ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).</p> <p>___ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).</p> <p>___ (10) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).</p> <p>___ (11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).</p> <p>___ (12) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).</p> <p>___ (13) [Reserved]</p> <p>___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).</p> <p>___ (ii) Alternate I (Nov 2011).</p> <p>___ (iii) Alternate II (Nov 2011).</p> <p>___ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).</p> <p>___ (ii) Alternate I (Oct 1995) of 52.219-7.</p> <p>___ (iii) Alternate II (Mar 2004) of 52.219-7.</p> <p>___ (16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).</p> <p>___ (17) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4)).</p> <p>___ (ii) Alternate I (Oct 2001) of 52.219-9.</p> <p>___ (iii) Alternate II (Oct 2001) of 52.219-9.</p> <p>___ (iv) Alternate III (July 2010) of 52.219-9.</p> <p>___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).</p> <p>___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).</p> <p>___ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).</p> <p>___ (21) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).</p> <p>___ (ii) Alternate I (June 2003) of 52.219-23.</p>		
CONTINUED ON NEXT PAGE		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 68 OF 106 PAGES
<p>___ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).</p> <p>___ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).</p> <p>___ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).</p> <p>___ (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).</p> <p>___ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).</p> <p>___ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).</p> <p>___ (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).</p> <p>___ (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).</p> <p>___ (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).</p> <p>___ (31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p>___ (32) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).</p> <p>___ (33) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).</p> <p>___ (34) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).</p> <p>___ (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).</p> <p>___ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)</p> <p>___ (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)</p> <p>___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)</p> <p>___ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) + (E.O.s 13423 and 13514</p> <p>___ (ii) Alternate I (Jun 2014) of 52.223-13.</p> <p>___ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).</p> <p>___ (ii) Alternate I (Jun 2014) of 52.223-14.</p> <p>___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).</p> <p>___ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).</p>		
	CONTINUED ON NEXT PAGE	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 69 OF 106 PAGES
--------------------	--	----------------------

- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_\_\_ (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).
- \_\_\_ (43) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_ (44) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- \_\_\_ (46) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).
- \_\_\_ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_\_ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- \_\_\_ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_\_ (52) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (53) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_\_ (54) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_\_ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_\_ (56) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

*[Contracting Officer check as appropriate.]*

- \_\_\_ (1) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67.).

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 70 OF 106 PAGES
<p>___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).</p> <p>___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).</p> <p>___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).</p> <p>___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).</p> <p>___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).</p> <p>___ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).</p> <p>___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).</p> <p>___ (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).</p> <p>(d) <i>Comptroller General Examination of Record</i> The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.</p> <p>(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.</p> <p>(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.</p> <p>(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.</p> <p>(e)</p>		
<p>(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—</p> <p>(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).</p> <p>(ii) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.</p> <p>(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p style="text-align: right;"><b>CONTINUED ON NEXT PAGE</b></p>		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 71 OF 106 PAGES
<p>(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).</p> <p>(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).</p> <p>(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.</p> <p>(viii) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).</p> <p>(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).</p> <p>____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).</p> <p>(x) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)</p> <p>(xi) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)</p> <p>(xii) 52.222-54, Employment Eligibility Verification (Aug 2013).</p> <p>(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).</p> <p>(xiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.</p> <p>(xv) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.</p> <p>(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.</p> <p>(End of Clause)</p> <p><i>Alternate I (Feb 2000).</i> As prescribed in <a href="#">12.301</a>(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to "paragraphs (a), (b), (c), or (d) of this clause" in the redesignated paragraph (d) to read "paragraphs (a), (b), and (c) of this clause".</p> <p><i>Alternate II (May 2014).</i> As prescribed in <a href="#">12.301</a>(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:</p> <p>(d)</p> <p>(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—</p> <p>(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and</p> <p>(ii) Interview any officer or employee regarding such transactions.</p> <p>(e)</p>		
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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 72 OF 106 PAGES
<p>(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—</p> <p>(i) <i>Paragraph (d) of this clause.</i> This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and</p> <p>(ii) <i>Those clauses listed in this paragraph (e)(1).</i> Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—</p> <p>(A) 52.203–13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).</p> <p>(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).</p> <p>(C) 52.219–8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(D) 52.222–26, Equal Opportunity (Mar 2007) (E.O. 11246).</p> <p>(E) 52.222–35, Equal Opportunity for Veterans (Sept 2010) (38 U.S.C. 4212).</p> <p>(F) 52.222–36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).</p> <p>(G) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.</p> <p>(H) 52.222–41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).</p> <p>(I) 52.222–50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).</p> <p>(J) 52.222–51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).</p> <p>(K) 52.222–53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).</p> <p>(L) 52.222–54, Employment Eligibility Verification (Aug 2013).</p> <p>(M) 52.226–6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226–6.</p> <p>(N) 52.247–64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247–64.</p> <p><b>[Class Deviation- 2013-O0019, Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement System. This clause deviation is effective on Sep 25, 2013, and remains in effect for five years, or until otherwise rescinded</b></p> <p>52.204-7 -- System for Award Management. (Jul 2013)</p> <p>As prescribed in 4.1105(a)(1), use the following provision:</p> <p>(a) Definitions. As used in this provision—</p> <p style="text-align: right;"><b>CONTINUED ON NEXT PAGE</b></p>		



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 73 OF 106 PAGES
<p><i>“Data Universal Numbering System (DUNS) number”</i> means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&amp;B) to identify unique business entities.</p> <p><i>“Data Universal Numbering System+4 (DUNS+4) number”</i> means the DUNS number means the number assigned by D&amp;B plus a 4-character suffix that may be assigned by a business concern. (D&amp;B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional System for Award Management records for identifying alternative Electronic Funds Transfer (EFT) accounts (see the FAR at Subpart 32.11) for the same concern.</p> <p><i>“Registered in the System for Award Management (SAM) database”</i> means that—</p> <ol style="list-style-type: none"> <li>(1) The Offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, the Contractor and Government Entity (CAGE) code, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see Subpart 4.14), into the SAM database; and</li> <li>(2) The offeror has completed the Core, Assertions, and Representations and Certification, and Points of contact sections of the registration in the SAM database;</li> <li>(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Offeror will be required to provide consent for TIN validation to the Government as a part of the SAM registration process.</li> <li>(4) The Government has marked the record “Active”.</li> </ol> <p>(b)</p> <ol style="list-style-type: none"> <li>(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.</li> <li>(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS or DUNS+4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.</li> </ol> <p>(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.</p> <ol style="list-style-type: none"> <li>(1) An offeror may obtain a DUNS number— <ol style="list-style-type: none"> <li>(i) Via the internet at <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or</li> <li>(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.</li> </ol> </li> <li>(2) The offeror should be prepared to provide the following information: <ol style="list-style-type: none"> <li>(i) Company legal business name.</li> <li>(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.</li> <li>(iii) Company physical street address, city, state and Zip Code.</li> <li>(iv) Company mailing address, city, state and Zip Code (if separate from physical).</li> <li>(v) Company telephone number.</li> <li>(vi) Date the company was started.</li> <li>(vii) Number of employees at your location.</li> <li>(viii) Chief executive officer/key manager.</li> <li>(ix) Line of business (industry).</li> <li>(x) Company Headquarters name and address (reporting relationship within your entity).</li> </ol> </li> </ol> <p>(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.</p> <p>(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.</p>		

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 74 OF 106 PAGES
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(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.  
(End of Provision)

*Alternate I (Jul 2013).* As prescribed in 4.1105(a)(2), substitute the following paragraph (b)(1) for paragraph (b)(1) of the basic provision:

(b)

BUY AMERICAN—BALANCE OF PAYMENTS PROGRAM

CERTIFICATE (JAN 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 and Balance of Payments Program clause of this solicitation.

(b) *Evaluation.* The Government—

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

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

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

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

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

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

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

ALTERNATE I (DEC 2010)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 75 OF 106 PAGES
--------------------	--	----------------------

As prescribed in [225.1101](#)(1)(ii), add the terms “South Caucasus/Central and South Asian (SC/CASA) state” and “South Caucasus/Central and South Asian (SC/CASA) state end product” in paragraph (a) and replace the phrase “qualifying country end products” in paragraphs (b)(2) and (c)(2) with the phrase “qualifying country end products or SC/CASA state end products.”

**252.225-7001 Buy American and Balance of Payments Program. (DEC 2012)**

As prescribed in [225.1101](#)(2)(i), use the following clause:

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

“Commercially available off-the-shelf (COTS) item”—

(i) Means any item of supply (including construction material) that is—

(A) A commercial item (as defined in paragraph (1) of the definition of “commercial item” in section 2.101 of the Federal Acquisition Regulation);

(B) Sold in substantial quantities in the commercial marketplace; and

(C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and

(ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products.

“Component” means an article, material, or supply incorporated directly into an end product.

“Domestic end product” means—

(i) An unmanufactured end product that has been mined or produced in the United States; or

(ii) An end product manufactured in the United States if—

(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that—

(1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or

(2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or

(B) The end product is a COTS item.

“End product” means those articles, materials, and supplies to be acquired under this contract for public use.

“Foreign end product” means an end product other than a domestic end product.

“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

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 76 OF 106 PAGES
<p>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:</p> <p>Australia</p> <p>Austria</p> <p>Belgium</p> <p>Canada</p> <p>Czech Republic</p> <p>Denmark</p> <p>Egypt</p> <p>Finland</p> <p>France</p> <p>Germany</p> <p>Greece</p> <p>Israel</p> <p>Italy</p> <p>Luxembourg</p> <p>Netherlands</p> <p>Norway</p> <p>Poland</p> <p>Portugal</p> <p>Spain</p> <p>Sweden</p> <p>Switzerland</p> <p>Turkey</p> <p>United Kingdom of Great Britain and Northern Ireland.</p> <p>“Qualifying country component” means a component mined, produced, or manufactured in a qualifying country.</p> <p>“Qualifying country end product” means—</p> <p style="text-align: right;"><b>CONTINUED ON NEXT PAGE</b></p>		

- (i) An unmanufactured end product mined or produced in a qualifying country; or
- (ii) An end product manufactured in a qualifying country if —
- (A) The cost of the following types of components exceeds 50 percent of the cost of all its components:
- (1) Components mined, produced, or manufactured in a qualifying country.
- (2) Components mined, produced, or manufactured in the United States.
- (3) Components of foreign origin of a class or kind for which the Government has determined that sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or
- (B) The end product is a COTS item.
- “United States” means the 50 States, the District of Columbia, and outlying areas.
- (b) This clause implements 41 U.S.C chapter 83, Buy American. In accordance with 41 U.S.C. 1907, the component test of the Buy American statute is waived for an end product that is a COTS item (see section 12.505(a)(1) of the Federal Acquisition Regulation). Unless otherwise specified, this clause applies to all line items in the contract.
- (c) The Contractor shall deliver only domestic end products unless, in its offer, it specified delivery of other end products in the Buy American Balance of Payments Program Certificate provision of the solicitation. If the Contractor certified in its offer that it will deliver a qualifying country end product, the Contractor shall deliver a qualifying country end product or, at the Contractor's option, a domestic end product.
- (d) The contract price does not include duty for end products or components for which the Contractor will claim duty-free entry.

(End of clause)

**52.215-6 -- Place of Performance.**

As prescribed in [15.209](#)(f), insert the following provision:

**Place of Performance (Oct 1997)**

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

<b>Place of Performance(Street Address, City, State, County, Zip Code)</b>	<b>Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent</b>

(End of Provision)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 78 OF 106 PAGES
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### **52.215-9023 Reverse Auction.**

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

#### **REVERSE AUCTION (OCT 2013)**

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

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

(b) Following the decision to conduct discussions using reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide Offerors determined to be in the competitive range with information concerning the auction process.

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

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

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

(f) The following requirements apply when the Government uses a commercial web-based product to conduct the reverse auction:

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

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

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

(4) The reverse auction system currently in use designates offers as "Lead," meaning the current low price in that auction, or "Not Lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "Lead" and the second or subsequent offer of that price as "Not Lead." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 79 OF 106 PAGES
--------------------	--	----------------------

offer is submitted and no evaluation factors other than price were identified in the solicitation, the "Not Lead" Offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award if their final price in the auction is the tie offer price. If evaluation factors in addition to price were listed in the solicitation, tie offers that are "Not Lead" will be considered and evaluated in accordance with those evaluation factors.

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

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

(7) Training:

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

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

(End of provision)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 80 OF 106 PAGES
--------------------	--	----------------------

Solicitation Provisions

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

Addendum to FAR 52.212-1

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

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

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

☒ Faxed offers are authorized for this solicitation.

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

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

☒ Period of acceptance is 120 days.

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

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

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

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

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

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

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

The following factors shall be used to evaluate offers:

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

**Pricing – Pricing is required for all items found in the Schedule of Items.** The Government will perform an aggregate price analysis for all items found in the Schedule of Items. To determine an offeror's evaluated aggregate price, the estimated quantities in the Schedule of Items will be multiplied by the unit prices to determine the lowest aggregate price to the Government. Offered prices, on an individual line item basis, will be evaluated to determine fair and reasonableness with the ultimate award decision being based on the lowest evaluated aggregate price. The government reserves the right to remove item(s) from the schedule of Items or do a common item comparison if offerors do not submit pricing for all items. In addition, the Government will evaluate different sized offers based on price per pound. For example, a 15 oz loaf at \$1.50 (\$1.60 per pound) would be lower cost than a 13 oz loaf at \$1.56 (\$1.92 per pound). Paragraph (b) is deleted in its entirety as there are no options for this procurement

(Addendum to FAR 52.212-4

**Contract Terms and Conditions – Commercial Items**

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

**CONTINUED ON NEXT PAGE**



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 81 OF 106 PAGES
--------------------	--	----------------------

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

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

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

(c) Changes.

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

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

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

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

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

- (r) The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

**Paragraph (t), Central Contractor Registration (CCR).**

Add the following paragraph:

(5) Definitions.

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

"Commercial and Government Entity (CAGE) Code" means—

- (a) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 82 OF 106 PAGES
--------------------	--	----------------------

(b) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code".

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

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

"Registered in the CCR Database" means that—

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

#### **CONTRACT CLAUSES**

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

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

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

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

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

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

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

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

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

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

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

(b)

(1) The Contractor shall be registered in the **SAM** database prior to submitting an invoice and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The SAM registration shall be for the same name and address identified on the contract, with its associated CAGE code and DUNS or DUNS+4.

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 83 OF 106 PAGES
<p>(3) If indicated by the Government during performance, registration in an alternate system may be required in lieu of <b>SAM</b>.</p> <p>(c) If the Contractor does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.</p> <p>(1) A contractor may obtain a DUNS number-</p> <p>(i) Via the internet at <a href="http://fedgov.dnb.com/webform">http://fedgov.dnb.com/webform</a> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or</p> <p>(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The contractor should indicate that it is a contractor for a U.S. Government contract when contacting the local Dun and Bradstreet office.</p> <p>(2) The Contractor should be prepared to provide the following information:</p> <p>(i) Company legal business name.</p> <p>(ii) Trade style, doing business, or other name by which your entity is commonly recognized.</p> <p>(iii) Company physical street address, city, state and Zip Code.</p> <p>(iv) Company mailing address, city, state and Zip Code (if separate from physical).</p> <p>(v) Company telephone number.</p> <p>(vi) Date the company was started.</p> <p>(vii) Number of employees at your location.</p> <p>(viii) Chief executive officer/key manager.</p> <p>(ix) Line of business (industry).</p> <p>(x) Company Headquarters name and address (reporting relationship within your entity).</p> <p>(d) Reserved.</p> <p>(e) Processing time for registration in <b>SAM</b>, which normally takes five business days, should be taken into consideration when registering. Contractors who are not already registered should consider applying for registration at least two weeks prior to invoicing.</p> <p>(f) The Contractor is responsible for the accuracy and completeness of the data within the <b>SAM</b> database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the <b>SAM</b> database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the <b>SAM</b> database to ensure it is current, accurate and complete. Updating information in the <b>SAM</b> does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.</p> <p>(g)</p> <p>(1)</p> <p>(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart 42.12, the Contractor shall provide the responsible Contracting Officer sufficient documentation to support the legally changed name with a minimum of one business day's written notification of its intention to-</p> <p>(A) Change the name in the SAM database;</p> <p>(B) Comply with the requirements of subpart 42.12 of the FAR; and</p> <p>(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer.</p> <p>(ii) If the Contractor fails to comply with the requirements of paragraph (g) (1) (i) of this clause, or fails to perform the agreement at paragraph (g) (1) (i) (C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the <b>SAM</b> information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.</p> <p>(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the <b>SAM</b> record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the <b>SAM</b> database. Information provided to the Contractor's <b>SAM</b> record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.</p>		

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- (h) Contractors may obtain information on registration and annual confirmation requirements via the **SAM** accessed through <https://www.acquisition.gov> or by calling 866-606-8220, or 334-206-7828 for international calls.  
DFARS 252.225-7000 – Buy American Act – Balance of Payments Program Certificate (Dec 2009)
- (a) *Definitions.* “Commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “foreign end product,” “qualifying country,” “qualifying country end product,” and “United States” have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.
- (b) *Evaluation.* The Government—
- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
  - (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.
- (c) *Certifications and identification of country of origin.*
- (1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—
    - (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
    - (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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

Line Item Number		Country of Origin	

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

Line Item Number		Country of Origin (If known)	

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

- (a) *Definitions.*
- As used in this clause –
- (1) “Foreign person” means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).
  - (2) “United States” means the 50 states, the District of Columbia, outlying areas, and the Continental Shelf as defined in 43 U.S.C. 1331.
  - (3) “United States person” is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.
- (b) *Certification.*
- By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it –
- (1) Does not comply with the Secondary Arab Boycott of Israel; and
  - (2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.
- (c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).
- (1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether

transportation of supplies by sea is anticipated under the resultant contract. The term “supplies” is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2) Representation. The Offeror represents that it –

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

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

FAR 52.215-6 Place of Performance (Oct 1997)

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

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

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

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

**Part 12 Clauses**

**52.212-04 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (SEP 2013) FAR**

- (a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—
- (1) Within a reasonable time after the defect was discovered or should have been discovered; and
- (2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.
- (b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.
- (c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.
- (d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.
- (e) Definitions. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.
- (f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 86 OF 106 PAGES
--------------------	--	----------------------

Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include—

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (e.g., [52.232-33](#), Payment by Electronic Funds Transfer—Central Contractor Registration, or [52.232-34](#), Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) Patent indemnity. The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment.—

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt payment. The Government will make payment in accordance with the Prompt Payment Act ([31 U.S.C. 3903](#)) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see [52.212-5\(b\)](#) for the appropriate EFT clause.

(4) Discount. In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) Overpayments. If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).

CONTINUED ON NEXT PAGE



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 87 OF 106 PAGES
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(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.

(j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.

(l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), et seq., Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.

(s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at [52.212-5](#).

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The [Standard Form 1449](#).

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 88 OF 106 PAGES
--------------------	--	----------------------

(2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

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

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

#### **52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (DEC 2013) FAR**

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

[ ] (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).

[ X ] (4) 52.204-10, Reporting Executive Compensation and First - Tier Subcontract Awards (JUL 2013) (Pub. L.109-282) (31 U.S.C. 6101 note).

[ ] (5) 52.204-11, American Recovery and Reinvestment Act – Reporting Requirements (JUL 2010) (Pub. L. 111-5).

[ X ] (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 610 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the shelf items).

[X] (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).

[ X ] (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

[ ] (9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).

[ ] (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

[ ] (11) [Reserved]

[ X ] (12)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).

[ ] (ii) Alternate I (NOV 2011)

[ ] (iii) Alternate II (NOV 2011)

[ ] (13)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

[ ] (ii) Alternate I (OCT 1995) of 52.219-7.

[ ] (iii) Alternate II (MAR 2004) of 52.219-7.

[ X ] (14) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)).

[ ] (15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (15 U.S.C. 637(d)(4)).

[ ] (ii) Alternate I (OCT 2001) of 52.219-9.

[ ] (iii) Alternate II (OCT 2001) of 52.219-9.

[ ] (iv) Alternate III (JUL 2010) of 52.219-9.

**CONTINUED ON NEXT PAGE**



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 89 OF 106 PAGES
--------------------	--	----------------------

[ ] (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

[ X ] (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

[ ] (18) 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

[ ] (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

[ ] (ii) Alternate I (JUNE 2003) of 52.219-23.

[ ] (20) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[ ] (21) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

[ ] (22) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set -Aside (NOV 2011) (15 U.S.C. 657f).

[ ] (23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).

[ ] (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013).

[ ] (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013).

[ X ] (26) 52.222-3, Convict Labor (JUNE 2003) (E.O.11755).

[ X ] (27) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (DEC 2013) (E.O. 13126).

[ X ] (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

[ X ] (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O.11246).

[ X ] (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

[ X ] (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010 ) (29 U.S.C. 793).

[ X ] (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).

[ X ] (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496) .

[ X ] (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

[ ] (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[ ] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items).

[ ] (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).

[ ] (37)(i) 52.223-16, EEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).

[ ] (ii) Alternate I (DEC 2007) of 52.223-16.

[ ] (38) 52.223-18, Encouraging Contractor Policy to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).

[ ] (39) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).

[ ] (40)(i) 52.225-3, Buy American Act - Free Trade Agreements - Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78,108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[ ] (ii) Alternate I (MAR 2012) of 52.225-3.

[ ] (iii) Alternate II (MAR 2012) of 52.225-3.

[ ] (iv) Alternate III (MAR 2012) of 52.225-3.

[ ] (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note) .

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

[ ] (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[ ] (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

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

[ ] (46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

[ X ] (47) 52.232-33, Payment by Electronic Funds Transfer – System for Award Management (JUL 2013) (31 U.S.C. 3332).

[ ] (48) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[ ] (49) 52.232-36, Payment by Third Party (JUL 2013 ) (31 U.S.C. 3332).

[ ] (50) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

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

[ ] (ii) Alternate I (APR 2003) of 52.247-64.

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

[ ] (1) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).

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

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

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 90 OF 106 PAGES
<p>[ ] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).</p> <p>[ ] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 U.S.C. 351, et seq.).</p> <p>[ ] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).</p> <p>[ ] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247).</p> <p>[ ] (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).</p> <p>(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.</p> <p>(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.</p> <p>(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.</p> <p>(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.</p> <p>(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—</p> <p>(i) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).</p> <p>(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637( d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns ) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.</p> <p>(iii) [Reserved]</p> <p>(iv) 52.222-26, Equal Opportunity (MAR 2007) (E.O. 11246).</p> <p>(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).</p> <p>(vi) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010) (29 U.S.C. 793).</p> <p>(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496) .</p> <p>Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.</p> <p>(viii) 52.222-41, Service Contract Act of 1965 (NOV 2007) (41 U.S.C. 351, et seq.).</p> <p>(ix) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).</p> <p>[ ] Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).</p> <p>(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 U.S.C. 351, et seq.).</p> <p>(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services -Requirements (FEB 2009) (41 U.S.C. 351, et seq.).</p> <p>(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).</p> <p>(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.</p> <p>(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.</p> <p>(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations .</p> <p>(End of Clause)</p> <p><b>52.212-9000 CHANGES – MILITARY READINESS (NOV 2011) DLAD</b></p> <p><b>CLAUSES ADDED TO PART 12 BY ADDENDUM</b></p> <p><b>252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS</b></p> <p><b>52.204-07 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) FAR</b></p> <p><b>52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR</b></p>		
CONTINUED ON NEXT PAGE		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 91 OF 106 PAGES
--------------------	--	----------------------

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

**252.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (MAY 2013) DFARS**

**252.204-7012 SAFEGUARDING OF UNCLASSIFIED CONTROLLED TECHNICAL INFORMATION (NOV 2013) DFARS**

**52.204-9001 ELECTRONIC ORDER TRANSMISSION (NOV 2011) DLAD**

Supplies procured through the Defense Logistics Agency (DLA) may be ordered via electronic ordering. Offerors must check one of the following alternatives for paperless order transmission:

☐ **Electronic Data Interchange (EDI) transmissions** in accordance with ANSI X12 Standards through DLA Transaction Services approved value added network (VAN).

☐ **Electronic Mail (email) award notifications** containing Web links to electronic copies of the Department of Defense (DD) Form 1155, Order for Supplies or Services.

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**52.211-9000 GOVERNMENT SURPLUS MATERIAL (NOV 2011) DLAD**

\*\*\*\*

(c) With respect to the surplus material being offered, the Offeror represents that:

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety.

**Yes ☐ No ☐**

The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) code and part number, specification, etc.).

**Yes ☐ No ☐**

The material conforms to the revision letter/number, if any is cited.

**Yes ☐ No ☐ Unknown ☐**

If no, the revision offered does not affect form, fit, function, or interface.

**Yes ☐ No ☐ Unknown ☐**

The material was manufactured by:

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(Name)

(Address)

(2) The Offeror currently possesses the material. **Yes ☐ No ☐**

If no, the Offeror must attach or forward to the Contracting Officer an explanation as to how the offered quantities will be secured. If yes, the Offeror purchased the material from a Government selling agency or other source. **Yes ☐ No ☐** If yes, provide the information below:

Government Selling Agency	Contract Number	Contract Date (Month, Year)

Other Source	Address	Date Acquired (Month, Year)

(3) The material has been altered or modified.

**Yes ☐ No ☐**

If yes, the Offeror must attach or forward to the Contracting Officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. **Yes ☐ No ☐**

If yes, (i) the price offered includes the cost of reconditioning/refurbishment.

**CONTINUED ON NEXT PAGE**

**Yes [ ] No [ ]**; and (ii) the Offeror must attach or forward to the Contracting Officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components.

**Yes [ ] No [ ]**  
If yes, the price includes replacement of cure-dated components. **Yes [ ] No [ ]**

(5) The material has data plates attached. **Yes [ ] No [ ]**  
If yes, the Offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the Contracting Officer.

(6) The offered material is in its original package. **Yes [ ] No [ ]**  
(If yes, the Offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the Contracting Officer a copy or facsimile of original package markings.)

Contract Number	National Stock Number (NSN)	Commercial and Government Entity (Cage) Code

Part Number	Other Markings/Data

(7) The Offeror has supplied this same material (National Stock Number) to the Government before.  
**Yes [ ] No [ ]**  
If yes, (i) the material being offered is from the same original Government contract number as that provided previously.  
**Yes [ ] No [ ]**; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency	Contract Number

(8) The material is manufactured in accordance with a specification or drawing.  
**Yes [ ] No [ ]**  
If yes, (i) the specification/drawing is in the possession of the Offeror. **Yes [ ] No [ ]**;  
and (ii) the Offeror has stated the applicable information below, or forwarded a copy or facsimile to the Contracting Officer.  
**Yes [ ] No [ ]**

Specification/Drawing Number	Revision (if any)	Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects.  
**Yes [ ] No [ ]**  
If yes, (i) Material has been re-preserved. **Yes [ ] No [ ]**;  
(ii) Material has been repackaged. **Yes [ ] No [ ]**;  
(iii) Percentage of material that has been inspected is \_\_\_\_\_% and/or number of items inspected is \_\_\_\_\_; and (iv) a written report was prepared. **Yes [ ] No [ ]** If yes, the Offeror has attached it or forwarded it to the Contracting Officer. **Yes [ ] No [ ]**  
(d) The Offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.  
(e) The Offeror has attached or forwarded to the Contracting Officer one of the following, to demonstrate that the material being offered was previously owned by the Government (Offeror check which one applies):  
[ ] **For national or local sales, conducted by sealed bid, spot bid or auction methods**, a solicitation/Invitation For Bid and corresponding DLA Distribution Services 1427, Notice of Award, Statement and Release Document.  
[ ] **For DLA Distribution Services Commercial Venture (CV) Sales**, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.  
[ ] **For DLA Distribution Services Recycling Control Point (RCP) term sales**, the statement of account or billing document.  
[ ] **For property sold under the exchange or sale regulation, conducted by sealed bid, auction or retail methods**, a solicitation/Invitation for Bid and corresponding DLA Distribution Services Form 1427.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 93 OF 106 PAGES
--------------------	--	----------------------

[ ] When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, Commercial and Government Entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. Yes [ ] No [ ] )  
 [ ] When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government.

Describe and/or attach.

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

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**52.211-9046 FDA COMPLIANCE - DLA TROOP SUPPORT - MEDICAL AND SUBSISTENCE (NOV 2011) DLAD**

**52.214-9008 ROUNDING OFF OF OFFER AND AWARD PRICES (NOV 2011) DLAD**

**52.216-19 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 \$50, 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 \$15 million ;

(2) Any order for a combination of items in excess of ; or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

**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 October 21, 2017

(End of clause)

**252.216-7006 ORDERING (MAY 2011) DFARS**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from through [insert dates].

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**52.216-9017 SINGLE OR MULTIPLE AWARDS (NOV 2011) DLAD**

**52.216-9036 EVALUATION OF OFFERS - ECONOMIC PRICE ADJUSTMENT (FEB 2009) DLAD**

**52.232-17 INTEREST (OCT 2010) FAR**

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 94 OF 106 PAGES
--------------------	--	----------------------

**52.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS**

**52.232-9010 ACCELERATED PAYMENTS TO SMALL BUSINESS (JUN 2012) DLAD**

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

**52.242-15 STOP-WORK ORDER (AUG 1989) FAR**

**52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD**

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

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

(End of Clause)

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

**52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD**

**52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

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

(End of Clause)

**52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR**

**52.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS**

(a) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

- (1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.
- (2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);
- (2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);
- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
- (6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 95 OF 106 PAGES
<p><b>52.246-9044 SANITARY CONDITIONS (NOV 2011) DLAD</b></p> <p><b>Part 12 Provisions</b></p> <p><b>52.212-01 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (JUL 2013) FAR</b></p> <p><b>52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 2013) FAR</b></p> <p>An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <a href="https://www.acquisition.gov">https://www.acquisition.gov</a>. If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.</p> <p>(a) Definitions. As used in this provision—</p> <p>“Economically disadvantaged women-owned small business (EDWOSB) concern” means a small business concern that is at least 51 percent directly and unconditionally owned by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.</p> <p>“Forced or indentured child labor” means all work or service—</p> <p>(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or</p> <p>(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.</p> <p>“Inverted domestic corporation” as used in this section, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue code at 26 U.S.C. 7874.</p> <p>“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—</p> <p>(1) FSC 5510, Lumber and Related Basic Wood Materials;</p> <p>(2) Federal Supply Group (FSG) 87, Agricultural Supplies;</p> <p>(3) FSG 88, Live Animals;</p> <p>(4) FSG 89, Food and Related Consumables;</p> <p>(5) FSC 9410, Crude Grades of Plant Materials;</p> <p>(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;</p> <p>(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;</p> <p>(8) FSC 9610, Ores;</p> <p>(9) FSC 9620, Minerals, Natural and Synthetic; and</p> <p>(10) FSC 9630, Additive Metal Materials.</p> <p>“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.</p> <p>“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person (as that term is defined in Section 2 of the Sudan Accountability and Divestment Act of 2007) conducting the business can demonstrate—</p> <p>(1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;</p> <p>(2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;</p> <p>(3) Consist of providing goods or services to marginalized populations of Sudan;</p> <p>(4) consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;</p> <p>(5) Consist of providing goods or services that are used only to promote health or education; or</p> <p>(6) Have been voluntarily suspended.</p> <p>“Sensitive technology” —</p> <p>(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically -</p>		

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 96 OF 106 PAGES
--------------------	--	----------------------

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

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

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

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

(1) Means a small business concern—

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

(2) The management and daily business operations of which are controlled by one or more veterans.

“Women-owned business concern” means a concern which is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

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

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

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

(b) (1) Annual Representations and Certifications. Any changes provided by the offeror in paragraph (b)(2) of this provision do not automatically change the representations and certifications posted on the Online Representations and Certifications Application (ORCA) website.

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), **except for paragraphs \_\_\_\_\_**.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

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

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

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

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

CONTINUED ON NEXT PAGE



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 97 OF 106 PAGES
--------------------	--	----------------------

- (2) Veteran-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] **The offeror represents as part of its offer that it ( ) is, ( ) is not a veteran-owned small business concern.**
- (3) Service-disabled veteran-owned small business concern. [Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.] **The offeror represents as part of its offer that it ( ) is, ( ) is not a service-disabled veteran-owned small business concern.**
- (4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]  
**The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.**
- (5) Women-owned small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] **The offeror represents that it ( ) is, ( ) is not a women-owned small business concern.**
- (6) WOSB concern eligible under the WOSB Program. [Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.] The offeror represents that—  
**(i) It [ ] is, [ ] is not a WOSB concern eligible under the WOSB Program**, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and  
**(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127**, and the representation in paragraph (c)(6)(i) of this provision is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are in the **joint venture**: \_\_\_\_\_.] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.
- (7) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the offeror represented itself as a WOSB concern eligible under the WOSB Program in (c)(6) of this provision.] The offeror represents that—  
**(i) It [ ] is, [ ] is not an EDWOSB concern**, has provided all the required documents to the WOSB Repository, and no change in circumstances or adverse decisions have been issued that affects its eligibility; and  
**(ii) It [ ] is, [ ] is not a joint venture that complies with the requirements of 13 CFR part 127**, and the representation in paragraph (c)(7)(i) of this provision is accurate for each EDWOSB concern participating in the joint venture. The offeror shall enter the name or names of the EDWOSB concern and other small businesses that are **participating in the joint venture**: \_\_\_\_\_. Each EDWOSB concern participating in the joint venture shall submit a separate signed copy of the EDWOSB representation.
- NOTE:** Complete paragraphs (c)(8) and (c) (9) only if this solicitation is expected to exceed the simplified acquisition threshold.
- (8) Women-owned business concern (other than small business concern). [Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents that it o is a women-owned business concern.
- (9) Tie bid priority for labor surplus area concerns. If this is an invitation for bid, small business offerors may identify the labor surplus areas in which costs to be incurred on account of manufacturing or production (by offeror or first-tier subcontractors) amount to more than 50 percent of the **contract price**: \_\_\_\_\_
- (10) [Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]  
(i) General. The offeror represents that either—  
**(A) It [ ] is, [ ] is not certified by the Small Business Administration** as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or  
**(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration** or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.  
**(ii) [ ] Joint Ventures** under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns. The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(10)(i) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The offeror shall enter the name of the small disadvantaged business concern that is participating in the **joint venture**: \_\_\_\_\_.]
- (11) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.] The offeror represents, as part of its offer, that—

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(i) It [ ] is, [ ] is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material changes in ownership and control, principal office, or HUBZone employee percentage have occurred since it was certified in accordance with 13 CFR Part 126; and

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

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

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

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

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin

(List as necessary)

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

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

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 99 OF 106 PAGES
--------------------	--	----------------------

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

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

Line Item No.	Country of Origin

(List as necessary)

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

**Other Foreign End Products:**

Line Item No.	Country of Origin

(List as necessary)

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

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

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

**Canadian End Products:**

Line Item No.

(List as necessary)

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

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

**Canadian or Israeli End Products:**

Line Item No.	Country of Origin

(List as necessary)

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

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

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

Line Item No.	Country of Origin
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CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 100 OF 106 PAGES
--------------------	--	-----------------------


(List as necessary)

(54) Trade Agreements Certificate. (Applies only if the clause at FAR 52.225-5, Trade Agreements, is included in this solicitation.)

(i) The offeror certifies that each end product, except those listed in paragraph (g)(5)(ii) of this provision, is a U.S.-made or designated country end product, as defined in the clause of this solicitation entitled "Trade Agreements."

(ii) The offeror shall list as other end products those end products that are not U.S.-made or designated country end products.

**Other End Products:**

Line Item No.	Country of Origin

(List as necessary)

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25. For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American Act. The Government will consider for award only offers of U.S.-made or designated country end products unless the Contracting Officer determines that there are no offers for such products or that the offers for such products are insufficient to fulfill the requirements of the solicitation.

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

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

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

**(3) ( ) Are, ( ) are not presently indicted for**, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

**(4) ( ) Have, ( ) have not, within a three-year period preceding this offer**, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) Examples.

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

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

**CONTINUED ON NEXT PAGE**

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

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

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

**(1) Listed end products.**

Listed End Product	Listed Countries of Origin

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

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

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

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

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

(2) **( ) Outside the United States.**

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

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

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

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

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

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

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

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

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

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

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 102 OF 106 PAGES
--------------------	--	-----------------------

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

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

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

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

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

**(3) Taxpayer Identification Number (TIN).**

☐ ( ) TIN: \_\_\_\_\_.

☐ ( ) TIN has been applied for.

☐ ( ) TIN is not required because:

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

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

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

**(4) Type of organization.**

☐ ( ) Sole proprietorship;

☐ ( ) Partnership;

☐ ( ) Corporate entity (not tax-exempt);

☐ ( ) Corporate entity (tax-exempt);

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

☐ ( ) Foreign government;

☐ ( ) International organization per 26 CFR 1.6049-4;

☐ ( ) Other \_\_\_\_\_.

(5) Common parent.

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

☐ ( ) Name and TIN of common parent:

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

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

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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

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

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

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

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

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

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3) of this provision, by submission of its offer, the offeror—

(i) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran;

(ii) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act; and

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,000 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 103 OF 106 PAGES
--------------------	--	-----------------------

of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

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

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

(End of provision)

#### **52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 2013), ALT I (APR 2011) FAR**

As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.)

**The offeror shall check the category in which its ownership falls:**

☐ Black American.

☐ Hispanic American.

☐ Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

☐ Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

☐ Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

☐ Individual/concern, other than one of the preceding.

#### **PROVISIONS ADDED TO PART 12 BY ADDENDUM**

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

#### **52.207-04 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR**

**(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.**

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(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

#### **OFFEROR RECOMMENDATIONS**

**ITEM**

**QUANTITY**

**PRICE QUOTATION**

**TOTAL**

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

#### **252.209-7001 DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY (JAN 2009) DFARS**

#### **252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010) DFARS**

#### **252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)**

(a) In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 104 OF 106 PAGES
--------------------	--	-----------------------

State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(b) The Offeror represents that it is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(End of provision)

**52.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)**

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

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

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

(b) The Offeror represents that-

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

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

(End of provision)

**52.211-9011 BUSINESS SYSTEMS MODERNIZATION (BSM) DELIVERY TERMS AND EVALUATION (MAY 2006) DLAD**

**52.215-05 FACSIMILE PROPOSALS (OCT 1997) FAR**

**52.215-9008 FACSIMILE BIDS AND PROPOSALS (NOV 2011) DLAD**

**52.215-9010 ALL OR NONE (INVITATION FOR BID (IFB)/REQUEST FOR PROPOSAL (RFP) ONLY) (NOV 2011) DLAD**

(a) With respect to each item or group of items identified below, offers must be submitted for all items indicated. No award will be made for less than the full requirements shown in this solicitation for these items or groups.

GROUP

ITEM

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**52.215-9023 REVERSE AUCTIONS (NOV 2012) (DLAD)**

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

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

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

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

(d) The lowest offeror's price(s) for each round of the reverse auction will be disclosed to other offerors and anyone else having authorized access to the on-line auction. This disclosure is anonymous, meaning that each offeror's identity will be concealed from other offerors (although it will be known to the Government; only a generic identifier will be used for each offeror's proposed pricing,

**CONTINUED ON NEXT PAGE**



CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 105 OF 106 PAGES
--------------------	--	-----------------------

such as "Offeror A" or "lowest-priced offeror"). By submitting a proposal in response to the solicitation, offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other offerors, during the reverse auction.

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

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

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

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

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

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

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

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

(6) Training:

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

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

(End of Provision)

#### **52.216-01 TYPE OF CONTRACT (APR 1984) FAR**

The Government contemplates award of a firm fixed price with EPA contract resulting from this solicitation.  
(End of provision)

#### **52.216-27 SINGLE OR MULTIPLE AWARDS (OCT 1995) FAR**

#### **52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD**

#### **52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD**

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**(c) The offeror should check here to opt out of this clause:**

[ ]. Alternate wording may be negotiated with the contracting officer.

#### **52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) - FAR**

**CONTINUED ON NEXT PAGE**

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-R-0035	PAGE 106 OF 106 PAGES
--------------------	--	-----------------------

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

<http://www.dla.mil/Acquisition> and <http://farsite.hil.af.mil/> .

(End of Provision)

**252.209-7995 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW- FISCALYEAR 2013 APPROPRIATIONS (DEVIATION 2013-O0006) (APR 2013) (DFARS)**

In accordance with sections 8112 and 8113 of Division C and sections 514 and 515 of Division E of the Consolidated and Further Continuing Appropriations Act, 2013,(Pub. L. 113-6), none of the funds made available by that Act for DoD (including Military Construction funds) may be used to enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

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

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