

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER		PAGE 1 OF <b>15</b>		
2. CONTRACT NO. <b>SPE300-19-D-4049</b>		3. AWARD/EFFECTIVE DATE <b>4/28/19</b>		4. ORDER NUMBER		5. SOLICITATION NUMBER		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME			b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME	
9. ISSUED BY DLA Troop Support Directorate of Subsistence, FTAD 700 Robbins Avenue Phila, PA 19111-5092 POC: Tina Frederico Phone: 215-737-4545				10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM NAICS: <b>311999</b> <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8 (A) <b>500</b> <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP		
15. DELIVER TO <b>SEE SCHEDULE</b>		16. ADMINISTERED BY <b>See Block #9</b>		17a. CONTRACTOR/ OFFEROR CODE <b>[REDACTED]</b> FACILITY CODE <b>[REDACTED]</b> Ocean Fair International Ship Chandeleing L.L.C (OFI) P.O. 49646 PLOT #TP020203 NATIONAL INDUSTRIES PARK, JEBEL ALI Dubai, UAE DUNS #864356477 TELEPHONE NO. <b>[REDACTED]</b>				
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18a. PAYMENT WILL BE MADE BY <b>Defense Finance and Accounting Svc (DFAS) BSM P.O. 369031 Columbus, OH 43236-9031</b>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM				
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY		22. UNIT		
						23. UNIT PRICE		
						24. AMOUNT		
		<b>SEE SCHEDULE</b>						
		<i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA <b>97X4930 5CBX 001 2620 S33189</b>				26. TOTAL AWARD AMOUNT (For Govt. Use Only) <b>\$95,202,434.00</b>				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <b>OFI</b> OFFER DATED <b>1/11/19</b> , 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		30b. NAME AND TITLE OF SIGNER (Type or print)		30c. DATE SIGNED		31c. DATE SIGNED		
<b>[REDACTED]</b>		<b>Adil Master Director</b>		<b>25-APR-2019</b>		<b>4/26/19</b>		



## Ocean Fair International Shipchandlers (OFI)

1. This bridge contract is awarded to Ocean Fair International Shipchandlers (OFI) in accordance with 10 USC 2304(c)(1), whereby the award was made using other than full and open competition. All terms and conditions of solicitation SPM300-11-R-0005 and resulting contracts SPE300-14-D-4004, as modified, are incorporated herein and only supplemented by those terms and conditions included below.

This bridge contract provides for Full Line Food Distribution support to the customers located in Bahrain, Qatar and the Kingdom of Saudi Arabia (KSA) for the period of April 28, 2019 thru October 27, 2020. OFI will be responsible for delivering all orders placed in STORES on or before October 27, 2020 regardless of the customer required delivery date (RDD).

Estimated Dollar Value: \$95,202,434.00  
 Guaranteed Minimum: \$9,520,243.00  
 Contract Maximum: \$190,404,868.00

The administrative catalogs are changed as follows:

Previous Catalog Number



New Catalog Number



2. As OFI is a United Arab Emirates (UAE) based company, it is necessary for them to have a NATO Cage Code (NCAGE), therefore Cage Code SGF40 is changed to NCAGE 1CRLW.

3. The Distribution Price Categories for Standard Catalog Items (18 Month – Bridge Contract):

Category Number	Category Description	UOM	Dist. Price	National Price Dist. Price
1	Steak Cuts, Raw, Tenderloins, Strip Loin, Rib Eye, Short Loin	LB		
2	Primal Roast Cuts (Includes Tenders, Strip Loin, Ribeye, Short Loin)	LB		
3	Beef, Raw, Roasts (Includes Steamship, Knuckles, Chuck), Stew Meat, Breaded Beef Items, Braising Steak, Raw Fajita Meat and Other Related Raw Beef Products)	LB		
4	Beef, Patties, Ground, Bulk, Raw	LB		
5	Beef, Precooked Products (Includes Precooked Ground Beef, Air Dried Beef, Beef Patties and Other Related Precooked Beef Products)	LB		
6	Poultry, Raw, Minimally Processed Bone-In (Includes Cut Quarters, 8 Piece Cut, Halves, Whole and Other Related Raw Poultry Products)	LB		
7	Poultry, Raw, Boneless and Raw, Breaded or Unbreaded	LB		
8	Poultry, Precooked Products	LB		
9	Pork, Raw, Whole Loins, Chops, Steaks	LB		
10	Pork, Raw, Roasts (excluding loins), Ribs, Breaded and Unbreaded fabricated items (i.e., breaded pork steak, pork stew meat and Other Related Raw Pork Products)	LB		
11	Precooked Products (Includes Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham and Other Related Precooked Pork Products)	LB		
12	Raw Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham, Bratwurst and Knockwurst	LB		
13	Luncheon Meats, Franks, Corn Dogs, Pizza Toppings (Includes Toppings with Meat and Other Related Products)	CS		
14	Lamb, Veal and Game, Raw, Breaded or Unbreaded	LB		
15	Lamb, Veal and Game, Breaded, Precooked Products	LB		
16	Shellfish, Whole Lobster, Lobster Tails, Crab Legs	LB		
17	Shellfish (Includes Shrimp, Oysters, Clams, Scallops, Crab Cakes, Unbreaded and Other Related Unbreaded Shellfish Products)	LB		

## Ocean Fair International Shipchandlers (OFI)

<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>	<i>Dist. Price</i>	<i>National Price Dist. Price</i>
18	Shellfish (Includes Shrimp, Oysters, Clams, Scallops, Crab Cakes, Breaded and Other Related Breaded Shellfish Products)	LB		
19	Fish, Fillets, Whole, Portioned, Unbreaded	LB		
20	Fish, Fillets, Formed, Portioned, Solid Muscle, Breaded	LB		
21	Fish, Imitation Crab, Lobster, Precooked, Refrigerated	LB		
22	Fish and Meats, Canned or Pouch, Non-Refrigerated	CS		
23	Entrees, Frozen, Precooked (Includes Cordon Blue, Chicken Kiev, Stuffed Chicken Breasts, Stuffed Pork Chops and Other Related Products)	CS		
24	Miscellaneous Frozen (Includes Appetizers, Breakfast Pizza, Pizza Crust, Burritos, Pancakes, French Toast and Other Related Products)	CS		
25	Desserts and Breads, Frozen (Includes Prepared Doughnuts, Danish, Pastries, Muffins, Bagels, Biscuits, Cookie Dough, Pie Shells, Bread Dough, Turnovers, Cheesecakes, Cobblers, Specialty Cakes, Cakes, Pies and Other Related Products)	CS		
26	Snack Foods (i.e. Cookies, Crackers, Granola Bars, Toaster Pastries, Snack Cakes and other related products)	CS		
27	Dry Pasta, Rice, Dried Beans, Bread Crumbs, Croutons, and Ice Cream Cones, Cereal, Taco Shells and other related products	CS		
28	Baking Mixes (i.e. Brownie Mix, Roll Mix, Bread Mix, Pancake Mix, Cake Mix and other related products) Less than or Equal to 24 lbs.	CS		
29	Baking Mixes (i.e. Brownie Mix, Roll Mix, Bread Mix, Pancake Mix, Cake Mix and other related products) Greater than 24 lbs.	CS		
30	Icings and Pie Fillings and other related products	CS		
31	Sugar or Flour Bulk	CS		
32	Bouillons, Dry Soups, Soup and Gravy Bases, Gravy, Cooking Wine, Sauces	CS		
33	Shortenings, Food Oils, Butter, Margarine	CS		
34	Sandwich/M Meal Kits	CS		
35	All No. 10 Size Cans	CS		
36	Fruits, Vegetables, Dehydrated Dairy, Baby Food, Nutritional Supplements, Dietetic Products, Semi-Perishable, Other than No. 10 Size Can	CS		
37	Fruits and Vegetables, Frozen	CS		
38	Table Top Size, Refrigerated or Non-Refrigerated Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce and Other Condiment Related Products	CS		
39	Bulk Size, Refrigerated or Non-Refrigerated Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce and Other Condiment Related Products	CS		
40	Individual Portion, Refrigerated or Non-Refrigerated Up to 500 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products	CS		
41	Individual Portion, Refrigerated or Non-Refrigerated 501 to 999 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products	CS		

## Ocean Fair International Shipchandlers (OFI)

Category Number	Category Description	UOM	Dist. Price	National Price Dist. Price
42	Individual Portion, Refrigerated or Non-Refrigerated 1000 to 3000 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products	CS		
43	Individual Portion, Refrigerated or Non-Refrigerated > 3000 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products	CS		
44	Salads, Prepared, Chilled Fresh	LB		
45	Soups, Frozen	CS		
46	Spices, Herbs, Flavorings or Food Coloring	CS		
47	Individual - Spices, Herbs, Flavorings or Food Coloring	CO		
48	Confectionary, Candy, Nuts, Sugars other than bulk, Dried Fruit and Baking Chips	CS		
49	Cocoa, Hot Chocolate, Coffee, Tea and Beverage Based Powder	CS		
50	Beverages, Semi-Perishable, Chilled or Frozen, Dispenser Required (Includes Soda, Sports Drinks, Juice, Coffee, Hot Chocolate, Water ((any type)) and Other Drink Related Products)	CS		
51	Beverages, Semi-Perishable, No Dispenser Required (Includes Soda, Sports Drinks, Juice, Coffee, Hot Chocolate, Water ((any type)) and Other Drink Related Products)	CS		
52	Mixes, Soft Serve Ice Cream, Milk Shake, Yogurt	CS		
53	Ice Cream Bulk or Novelties, Ice/Fruit Bars	CS		
54	Eggs, Fresh	CS		
55	Egg Product, Liquid, Shelf Stable, Frozen or Chilled	CS		
56	Cheese	LB		
57	Dairy Products other than Cheese and Ice Cream, Fresh (Includes Yogurt, Sour Cream, Milk and Other Fresh Dairy Related Products)	CS		
58	Bakery Products, Fresh	LB		N/A
59	Fresh Fruits and Vegetables (FF&V)	LB		N/A
60	Food Service Operating Supplies (FSOS) Chemical (Dry or Liquid)	CS		
61	Food Service Operating Supplies (FSOS) Chemical (Dry or Liquid)	EA		
62	Food Service Operating Supplies (FSOS) Kitchen and Dining Supplies	EA		
63	Food Service Operating Supplies (FSOS) Kitchen and Dining Supplies	CS		
64	Food Service Operating Supplies (FSOS) Kitchen and Dining Supplies (Flatware)	CS		
65	Food Service Operating Supplies (FSOS) Plastic and Paper Products	CS		
66	Food Service Operating Supplies (FSOS) Pots and Pans	EA		
67	Food Service Operating Supplies (FSOS) Kitchen Utensils	EA		
68	Toiletries and health/comfort items	CS		
69	Film	CS		
70	Ice (Cubed, Crushed)	LB		



## Ocean Fair International Shipchandlers (OFI)

<b>Distribution Prices for Government Furnished Material (GFM):</b>				
<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>	<i>Dist. Price</i>	<i>National Price Dist. Price</i>
71	Government Furnished Material (GFM) for Prime Vendor Dist. Meals Ready To Eat (MREs, Halals and Kosher)	EA		N/A
72	Government Furnished Material (GFM) for Prime Vendor Dist. Unitized Group Ration Heat and Serve (UGR-H&S), 3 CS per EA (EA=Module and there is 3 cases per module)	EA		N/A
73	UGR-A Semi Perishable, 2 CS Per EA, (EA=Module and there is 2 cases per module)	EA		N/A
74	Government Furnished Material (GFM) for Prime Vendor Dist. (Includes Product Procured to fill NIS Situations. Approved at the Contracting Officer's discretion)	EA		N/A
75	Government Furnished Material (GFM) for Prime Vendor Dist. UGR-A Perishable A Group Rations	EA		N/A
76	Government Furnished Material (GFM) Unitized Group Ration Express (UGR-E )	EA		N/A
77	GFM - Health and Comfort Packs	CS		N/A
78	GFM- OTHER	CS		N/A
<b>Storage Charges for Government Furnished Material (GFM):</b>				
<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>	<i>Dist. Price</i>	<i>National Price Dist. Price</i>
79	Government Furnished Material (GFM) for Prime Vendor Dist. Meals Ready To Eat (MREs, Halals and Kosher)	Pallet Space		N/A
80	Government Furnished Material (GFM) for Prime Vendor Dist. Unitized Group Ration Heat and Serve (UGR-H&S)	Pallet Space		N/A
81	UGR-A Semi Perishable, 2 CS Per EA, (EA=Module and there is 2 cases per module)	Pallet Space		N/A
82	Government Furnished Material (GFM) for Prime Vendor Dist. (Includes Product Procured to fill NIS Situations. Approved at the Contracting Officer's discretion)	Pallet Space		N/A
83	Government Furnished Material (GFM) for Prime Vendor Dist. UGR-A Perishable A Group Rations	Pallet Space		N/A
84	Government Furnished Material (GFM) Unitized Group Ration Express (UGR-E )	Pallet Space		N/A
85	GFM - Health and Comfort Packs	Pallet Space		N/A
86	GFM- OTHER	CS		N/A
<b>Rework Charges for Government Furnished Material (GFM):</b>				
<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>	<i>Dist. Price</i>	<i>National Price Dist. Price</i>
87	Open Case Inspection	CS		N/A
88	Open Case Rework	CS		N/A
89	Labeling/Relabeling	CS		N/A
90	Dead Stock Disposal Cost (Includes Transportation; Approved at the Contracting Officer's discretion)	LB		N/A
91	Restocking Fee (Approved at the Contracting Officer's discretion)	CS		N/A
<b>Pallet and Ice for Airlifts:</b>				
<i>Category Number</i>	<i>Category Description</i>	<i>UOM</i>	<i>Dist Price</i>	<i>National Price Dist. Price</i>
92	Dry Pallet Non-Tri-Wall	EA		N/A
93	Dry Pallet Tri-Wall	EA		N/A
94	Chilled Pallet Tri-Wall	EA		N/A
95	Frozen Pallet Tri-Wall	EA		N/A
96	Wet Ice for Airlifts	LB		N/A
97	Dry Ice	LB		N/A

## Ocean Fair International Shipchandlers (OFI)

4. The following clauses are updated:

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JAN 2019)**

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

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (4) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (5) 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:

- ☒ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- ☒ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).
- ☒ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (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 (Oct 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- ☐ (5) [Reserved]
- ☒ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☐ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- ☒ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- ☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- ☐ (10) [Reserved]
- ☐ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- ☐ (ii) Alternate I (Nov 2011) of 52.219-3.
- ☒ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- ☐ (ii) Alternate I (Jan 2011) of 52.219-4.
- ☐ (13) [Reserved]
- ☐ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Nov 2011).
- ☐ (iii) Alternate II (Nov 2011).
- ☐ (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- ☐ (ii) Alternate I (Oct 1995) of 52.219-7.
- ☐ (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and(3)).
- ☒ (17) (i) 52.219-9, Small Business Subcontracting Plan (Aug 2018) (15 U.S.C. 637 (d)(4)).
- ☐ (ii) Alternate I (Nov 2016) of 52.219-9.
- ☐ (iii) Alternate II (Nov 2016) of 52.219-9.
- ☐ (iv) Alternate III (Nov 2016) of 52.219-9.
- ☐ (v) Alternate IV (Aug 2018) of 52.219-9.
- ☐ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☐ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- ☒ (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

## Ocean Fair International Shipchandlers (OFI)

- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- X (28) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- X (29) (i) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-35.
- X (30) (i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-36.
- X (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- \_\_\_ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- X (33) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (ii) Alternate I (Mar 2015) of 52.222-50, (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_\_ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_\_ (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- \_\_\_ (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_\_ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- \_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_\_ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_\_ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- \_\_\_ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).
- \_\_\_ (43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- X (44) 52.223-21, Foams (Jun 2016) (E.O. 13696).
- \_\_\_ (45) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- \_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.
- \_\_\_ (46) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_\_ (47) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_\_ (iv) Alternate III (May 2014) of 52.225-3.
- \_\_\_ (48) 52.225-5, Trade Agreements (Aug 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

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\_\_\_ (49) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

X (50) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

X (51) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (52) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

\_\_\_ (53) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

\_\_\_ (54) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

\_\_\_ (55) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).

X (56) 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

\_\_\_ (57) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

\_\_\_ (58) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (59) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).

\_\_\_ (60) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

\_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

\_\_\_ (iii) Alternate II (Feb 2006) 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:

\_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)

\_\_\_ (2) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67.).

\_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).

\_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

\_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

\_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).

\_\_\_ (9) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

\_\_\_ (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or



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maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jan 2019) (41 U.S.C. 3509).

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

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(v) 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.

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

(vii) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2019) (38 U.S.C. 4212).

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

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

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018), (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

(xiv) 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.)

(xv) 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)

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

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

(xviii) 52.222-62, Paid sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

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

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

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

(xxi) 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.

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

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

5. Clause 52.233-9000 Agency Protests (NOV 2011) is deleted and replaced with:

**Agency Protests (DEC 2016)**

Interested parties may file an agency level protest with the contracting officer or may request an independent review by the chief of the contracting office (CCO). Independent review by the CCO is an alternative to consideration by the contracting officer and is not available as an appellate review of a contracting officer decision on a protest previously filed with the contracting officer. Absent a clear indication of the intent to file an agency level protest with the CCO for independent review, protests will be presumed to be protests to the contracting officer.

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6. Clause 52.216-9065 Economic Price Adjustment – Actual Material Costs For Subsistence Product Price Business Model (Nov 2011) DLAD and all references to the Clause number, are deleted and replaced with:

**ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR DLA TROOP SUPPORT - SUBSISTENCE PRODUCT PRICE BUSINESS**

(a) Warranties: For the portion of the schedule that is covered by this economic price adjustment (EPA) language, the Contractor warrants that --

(1) Contract unit prices covered by this contract do not include allowances for any portion of the contingency covered by this EPA language; and

(2) All price adjustments invoiced under this contract shall be computed in accordance with the provisions of this EPA language.

(b) Definitions: As used throughout this EPA language, the term

(1) "Contract unit price" means the total price per unit charged to DLA Troop Support for a product delivered to DLA Troop Support's customers. The Contract unit price consists of two components: Product price and distribution price as identified in the schedule of items. The sum of the two component prices shall be rounded to the nearest cent to determine the final Contract unit price.

(2) DLA Troop Support "Manufacturer's Price Agreement" (MPA) means an agreement between DLA Troop Support and manufacturers which identifies a fixed product price for specific items that will be cataloged by the prime vendor.

(3) "Product price" is the most recent DLA Troop Support MP price or the most recent manufacturer, grower or private label holder commercial price per unit to the Contractor, exclusive of standard freight.

(i) Exceptions:

(A) Fresh fruits and vegetables (FF&V):

(1) The product is listed in the distribution category for prime vendor fresh fruits and vegetables (FF&V)[59]; and

(2) It is necessary for the product to be transported into the local market of the importer, as otherwise approved under the contract, from a foreign country because local supply does not exist or it is insufficient to meet demand requirements; and

(3) The importer that establishes the product price is the firm that actually performs the FF&V import service, including, but not limited to: procurement, storage, consolidation, pallets, and palletizing as it applies to the importer's normal commercial sales, and the importer has comparable commercial sales in the market that is the point of import.

(B) A contiguous United States (CONUS) based manufacturer, grower or private label holder's product pricing which is a national price inclusive of transportation costs to a Distribution Point shall be supported by documentation and may be considered by the Government on a case by case basis, upon concurrence of the Contracting Officer.

(C) Mandatory source items: The product price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law. The product price shall be based on f.o.b. origin/nonprofit agency. (Prices set in accordance with applicable law (f.o.b. origin/nonprofit agency).)

(D) Prime vendor table displays/decorations only: For products listed in category [N/A] prime vendor table displays/decorations only, the product price shall be based on f.o.b. origin/point of the manufacturer's distributor because the manufacturer will not sell directly to the prime vendor. This exception must be approved by the Contracting Officer on a case by case basis. Support documentation is required.

(E) A CONUS-based redistributor's price for a specific manufacturer's product (also known as a stock keeping unit (SKU)) may be considered by the Government as long as the redistributor's price for the quantity ordered is equal to or lower than the manufacturer's published price inclusive of discounts/allowances. This exception must be approved by the Contracting officer on a case by case basis. Support documentation may be required.

(4) "Product allowance" is discounts, rebates, and allowances to be passed on to the Government. In accordance with other provisions of the contract, all discounts, rebates, or allowances on particular items which are reflected in the amounts shown on the face of the manufacturer's, grower's or private label holder's invoice (referred to as "off-invoice allowances") or otherwise given to the Contractor by the manufacturer, grower or private label holder, shall be passed by the Contractor to the Government, in the form of an up-front price reduction. The total of these discounts, rebates, and allowances (or product allowance), shall be reflected via a reduced subsistence total order and receipt electronic system (STORES) price, resulting in a lower invoice price to the customer. Any rebates that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check made to the United States (U.S.) Treasury, attached with itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and contract line-item number (CLIN).

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(5) "Distribution price(s)" means the firm fixed price portion of the Contract unit price, offered as a dollar amount per unit of measure, rounded up or down to the nearest cent. The distribution price is the only method for the Contractor to bill the Government for all aspects of contract performance other than product price, including but not limited to, the performance requirements of this Statement of Work (SOW). Product price is distinct from and not to be included in the distribution price. The distribution price may be further segregated into pricing segments covering discrete, solicitation-specific performance requirements.

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

(7) "Ordering month" means from Sunday 12:01 AM of the first full week in a calendar month through the last Saturday 11:59 PM that precedes the Sunday of the first full week in the next calendar month (eastern time (ET), standard or daylight as applicable).

(8) "United States Defense Transportation System (DTS) Ocean Shipping Costs:" DTS ocean transportation costs (for shipping the product from the Prime Vendor's CONUS facility(s) to the prime vendor's OCONUS facility(s), aka "point to point" delivery via DTS), shall be excluded from the distribution price. The Defense Transportation System is responsible for point-to-point delivery.

(c) Price adjustments:

(1) General:

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

(ii) Catalog product prices must be reflective of the prime vendor's last receipt price (the price of the stock most recently received into the OCONUS inventory). For all distribution categories, when multiple sources are being utilized and more than one manufacturer's product is receipted prior to a catalog update, the Contractor shall establish the product price based on the mix of invoices received after the previous changes period. The product price would be derived as follows:

Supplier A -	40% x \$5.70 = \$2.28
Supplier B -	30% x \$5.90 = \$1.77
Supplier C -	30% x \$6.30 = \$1.89
Product price =	\$5.94

(iii) Updates to the product price: All notices and requests for new item product prices and price changes shall be submitted monthly, no later than 12:00 pm local Philadelphia, Pennsylvania, United States (U.S.) time one week prior to the first day of the next ordering month, to be effective in the next ordering month's catalog prices. The product price shall have any and all product allowance subtractions made prior to presenting the product price to DLA Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an electronic data interchange (EDI) 832 transaction set. The change notice shall include the Contractor's adjustment in the product price component of the applicable Contract unit price. Upon the Contracting Officer's acceptance of such electronic data interchange (EDI) 832 price changes in accordance with (v) below, the price change transaction sets will post in the next month's ordering catalog and each Contract unit price shall be changed by the same dollar amount of the change in the product price in the next month's ordering catalog.

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

(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business local Philadelphia, Pennsylvania, U.S. time on the Thursday immediately following the Monday that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following ordering month. The posting of updated prices in the

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ordering catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change.

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

(vii) In the event of a price change not posting or an ordering catalog contract unit price not computed in accordance with this EPA language, resulting in an incorrectly increased or decreased Contract unit price, the prime vendor shall immediately notify the Contracting Officer in writing and promptly thereafter correct its ordering catalog and submit a refund for any amounts paid to the Contractor resulting from the erroneous price. In the event of an erroneous price decrease in the ordering catalog, if the Contractor can demonstrate to the satisfaction of the Contracting Officer that the error did not result from the fault or negligence of the Contractor, the Contractor may submit a request for equitable adjustment for consideration by the Contracting Officer.

(2) Limitations: All adjustments under this EPA language shall be limited to the effect on contract unit prices of actual increases or decreases in the product prices for material. There shall be no upward adjustment for --

(i) Supplies for which the product price is not affected by such changes;

(ii) Changes in the quantities of material; and

(iii) Increases in unit prices that the Contracting Officer determines are computed incorrectly (i.e. not adhering to the Contract unit price definition in this EPA language) and/or increases in unit prices that the Contracting Officer determines are not fair and reasonable.

(d) Upward ceiling on economic price adjustment: The aggregate of contract product price increases for each item under this EPA language during the contract period inclusive of any option period(s) or tiered pricing period(s) shall not exceed 30%, 60% for fresh fruits and vegetables (FF&V)) of the initial Contract product price, except as provided below:

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

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

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

(f) Examination of record: The Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents and other data, to include commercial sales data, the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this EPA language. Such examination may occur during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

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



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

7. The following provisions incorporated by reference are updated:

Provision Number Title/Date

52.225-25 Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certification (Aug 2018)

The Contractor shall comply with any clause that is checked on the following list which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

1. ☒ FAR 52.203-3, Gratuities (APR 1984)
2. ☒ DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
3. ☒ DFARS 252.203-7003, Agency Office of the Inspector General (DEC 2012)
4. ☒ DFARS [252.203-7005](#), Representation Relating to Compensation of Former DoD Officials (NOV 2011)
6. ☒ DFARS [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting (OCT 2016)
7. ☒ DFARS [252.204-7013](#), Limitations on the Use or Disclosure of Information by Litigation Support Offerors (MAY 2016)
8. ☒ DFARS [252.204-7014](#), Limitations on the Use or Disclosure of Information by Litigation Support Contractors (MAY 2016)
9. ☒ DFARS [252.204-7015](#), Notice of Authorized Disclosure of Information for Litigation Support (MAY 2016)
10. ☒ DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)
11. ☐ DFARS [252.211-7003](#), Item Unique Identification and Valuation (MAR 2016)
12. ☒ DFARS [252.211-7006](#), Passive Radio Frequency Identification (MAR 2018)
13. ☒ DFARS [252.211-7007](#), Reporting of Government-Furnished Property (AUG 2012)
14. ☐ DFARS 252.212-7002, Pilot Program for Acquisition of Military-Purpose Nondevelopmental Items (JUN 2016)
15. ☐ DFARS [252.215-7003](#), Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (JUL 2012)
16. ☐ DFARS [252.215-7004](#), Requirement for Submission of Data other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation (OCT 2013)
17. ☐ DFARS [252.215-7007](#), Notice of Intent to Resolicit (JUN 2012)
18. ☐ DFARS [252.215-7008](#), Only One Offer (OCT 2013)
19. ☒ FAR 52.219-9 Small Business Subcontracting Plan (DEVIATION 2018-O0013) (AUG 2018)
  - a. ☐ Alternate I (AUG 2018) of 52.219-9 (DEVIATION 2018-O0013)
  - b. ☐ Alternate II (AUG 2018) of 52.219-9 (DEVIATION 2018-O0013)
  - c. ☐ Alternate III (AUG 2018) of 52.219-9 (DEVIATION 2018-O0013)
  20. ☐ DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2018)
    - a. ☐ Alternate I (APR 2018) of 252.219-7003
21. ☐ DFARS [252.219-7004](#), Small Business Subcontracting Plan (Test Program) (APR 2018)
22. ☐ DFARS [252.223-7008](#), Prohibition of Hexavalent Chromium (JUN 2013)
23. ☒ DFARS [252.225-7000](#), Buy American—Balance of Payments Program Certificate (NOV 2014)
  - a. ☐ Alternate I (NOV 2014) of 52.225-7000
24. ☒ DFARS 252.225-7001, Buy American and Balance of Payments Program - Basic (DEC 2017)
  - a. ☐ Alternate I (DEC 2017) of 252.225-7001
25. ☐ DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)
26. ☐ DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)
27. ☐ DFARS [252.225-7010](#), Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)
28. ☒ DFARS 252.225-7012, Preference for Certain Domestic Commodities (DEC 2017)
29. ☐ DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
30. ☐ DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
31. ☐ DFARS [252.225-7017](#), Photovoltaic Devices (JAN 2018)
32. ☐ DFARS [252.225-7018](#), Photovoltaic Devices—Certificate (JAN 2018)
33. ☐ DFARS [252.225-7020](#), Trade Agreements Certificate (NOV 2014)

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- a. \_\_\_\_\_ Alternate I (NOV 2014) of 252.225-7020
- 34. ☒ DFARS 252.225-7021, Trade Agreements (DEC 2017)
  - a. \_\_\_\_\_ Alternate II (DEC 2017) of 252.225-7021
- 35. \_\_\_\_\_ DFARS [252.225-7023](#), Preference for Products or Services from Afghanistan (SEP 2013)
- 36. \_\_\_\_\_ DFARS [252.225-7024](#), Requirement for Products or Services from Afghanistan (SEP 2013)
- 37. \_\_\_\_\_ DFARS [252.225-7026](#), Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)
- 38. \_\_\_\_\_ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
- 39. \_\_\_\_\_ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
- 40. \_\_\_\_\_ DFARS [252.225-7029](#), Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)
- 41. \_\_\_\_\_ DFARS [252.225-7031](#), Secondary Arab Boycott of Israel (JUN 2005)
- 42. \_\_\_\_\_ DFARS [252.225-7035](#), Buy American—Free Trade Agreements—Balance of Payments Program Certificate (NOV 2014)
  - a. \_\_\_\_\_ Alternate I (NOV 2014) of 252.225-7035
  - b. \_\_\_\_\_ Alternate II (NOV 2014) of 252.225-7035
  - c. \_\_\_\_\_ Alternate III (NOV 2014) of 252.225-7035
  - d. \_\_\_\_\_ Alternate IV (NOV 2014) of 252.225-7035
  - e. \_\_\_\_\_ Alternate V (NOV 2014) of 252.225-7035
- 43. \_\_\_\_\_ DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program - Basic (DEC 2017)
  - a. \_\_\_\_\_ Alternate I (DEC 2017) of 252.225-7036
  - b. \_\_\_\_\_ Alternate II (DEC 2017) of 252.225-7036
  - c. \_\_\_\_\_ Alternate III (DEC 2017) of 252.225-7036
  - d. \_\_\_\_\_ Alternate IV (DEC 2017) of 252.225-7036
  - e. \_\_\_\_\_ Alternate V (DEC 2017) of 252.225-7036
- 44. ☒ DFARS [252.225-7040](#), Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (AUG 2015)
- 45. ☒ DFARS [252.225-7043](#), Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015)
- 46. ☒ DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (APR 2019)
- 47. \_\_\_\_\_ DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)
- 48. \_\_\_\_\_ DFARS 252.227-7015, Technical Data -- Commercial Items (FEB 2014)
- 49. \_\_\_\_\_ DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2016),
- 50. ☒ DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (DEC 2018)
- 51. \_\_\_\_\_ DFARS [252.232-7009](#), Mandatory Payment by Governmentwide Commercial Purchase Card (MAY 2018)
- 52. ☒ DFARS [252.232-7010](#), Levies on Contract Payments (DEC 2006)
- 53. \_\_\_\_\_ DFARS [252.232-7011](#), Payments in Support of Emergencies and Contingency Operations (MAY 2013)
- 54. ☒ DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
- 55. ☒ DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
- 56. \_\_\_\_\_ DFARS [252.239-7017](#), Notice of Supply Chain Risk (NOV 2013)
- 57. \_\_\_\_\_ DFARS [252.239-7018](#), Supply Chain Risk (OCT 2015)
- 58. \_\_\_\_\_ DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)
- 59. ☒ DFARS [252.244-7000](#), Subcontracts for Commercial Items (JUN 2013)
- 60. \_\_\_\_\_ DFARS [252.246-7003](#), Notification of Potential Safety Issues (JUN 2013)
- 61. ☒ DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
- 62. \_\_\_\_\_ DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
- 63. \_\_\_\_\_ DFARS [252.247-7022](#), Representation of Extent of Transportation by Sea (AUG 1992)
- 64. ☒ DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014).
  - a. \_\_\_\_\_ Alternate I (APR 2014) of 252.247-7023.
  - b. \_\_\_\_\_ Alternate II (APR 2014) of 252.247-7023
- 65. ☒ DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (FEB 2019)
- 66. \_\_\_\_\_ DFARS [252.247-7025](#), Reflagging or Repair Work (JUN 2005)

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- 67. \_\_\_\_\_ DFARS [252.247-7026](#), Evaluation Preference for Use of Domestic Shipyards – Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008)
- 68. \_\_\_\_\_ DFARS 252.247-7027, Riding Gang Member Requirements (MAY 2018 2011)
- 69. \_\_\_\_\_ DFARS [252.247-7028](#), Application for U.S Government Shipping Documentation/Instructions (JUN 2012)

## 8. The following paragraph is added to VIII. THEATRE SUPPORT:

## I. Mandatory Eligibility for Installation Access

1. U.S. and Coalition Commanders possess inherent authority to maintain law and order, provide security, and impose discipline necessary to protect the inhabitants of U.S. and/or Coalition installations, U.S. and Coalition personnel operating outside of installations, and U.S. or Coalition-funded developmental projects in the area of responsibility (AOR). This authority allows commanders to administratively and physically control access to installations and/or project sites, and to bar contractors – including prime contractors, subcontractors at any tier, and any employees, from an installation or site. A commander's inherent force protection (FP) authority is independent of an agency's contracting authority, and it may not be superseded by any contractual term or provision.

2. An offeror/Prime Vendor acknowledges that submission of a bid, offer, or a proposal; acceptance of contract award of any type; or continuing effort under any resultant contract requires that the Prime Vendor, and all subcontractors under any affected contract, be initially eligible, and remain eligible during the entire period of contract performance to include any warrant period, for installation/base access to a U.S. and/or Coalition installation, regardless of whether the performance will take place on or off a U.S. or Coalition installation. Failure to obtain or maintain installation/base access eligibility for the Prime Vendor, or any subcontractor, may render a proposal unacceptable or be grounds for termination for cause.

3. To be eligible for installation access, Contractors and subcontractors at all tiers are required to register for installation access in the Joint Contingency Contracting System (JCCS). All offerors are required to register with JCCS as follows:

- a) Go to [www.jccs.gov](http://www.jccs.gov)
- b) Read Registration Instructions
- c) Enter Company and Financial Information
- d) Enter Point of Contact Information
- e) Registration Confirmation – User ID and Password Issued
- f) Complete JCIIAS Vendor Questionnaire
- g) Upload Documents

4. Failure to be approved in JCCS and failure to be eligible for installation access at the Prime and subcontractor levels – or failure to inform the contracting officer of the names of all prospective subcontractors (or provide a negative reply) – may render the offerors/contractor ineligible for award or continued performance. Additionally, any firm that is declared ineligible for installation access may be deemed non-responsible until such time as that firm is again deemed eligible by the appropriate access approval authority.

5. Installation access determinations arise from the Combatant Commander's inherent authority and are separate and distinct from any law, regulation, or policy regarding suspension and debarment authority. Contractor queries or requests for reconsideration related to U.S. or Coalition installation base access eligibility must be directed to the authority responsible for base access decisions.

- 9. All other terms and conditions of contract SPM300-14-D-4004 and its underlying solicitation, as updated and modified, and which are herein incorporated, remain the same and are only changed when conflicting to the terms and conditions contained within this document.