

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER		PAGE 1 OF			
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER		6. SOLICITATION ISSUE DATE	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (<i>No collect calls</i>)		8. OFFER DUE DATE/ LOCAL TIME	
		9. ISSUED BY		CODE		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: % FOR: <div style="display: flex; justify-content: space-between;"> <div> NAICS: SIZE STANDARD: </div> <div> <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> EMERGING SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) </div> </div>			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING			
15. DELIVER TO		CODE		16. ADMINISTERED BY				CODE	
17a. CONTRACTOR/OFFEROR		CODE		FACILITY CODE		18a. PAYMENT WILL BE MADE BY			
TELEPHONE NO.		17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT	
(Use Reverse and/or Attach Additional Sheets as Necessary)									
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (<i>For Govt. Use Only</i>)			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED						27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN _____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					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 (<i>SIGNATURE OF CONTRACTING OFFICER</i>)				
30b. NAME AND TITLE OF SIGNER (<i>Type or print</i>)			30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (<i>Type or print</i>)			31c. DATE SIGNED	

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CONTINUATION OF BLOCKS ON THE SF 1449

1. Block 8 (Continued):

Offer due date and local time is _____ Phila, PA Local Time

2. Block 9 (Continued):

All offers must be identified with the Solicitation Number and Opening/Closing Date and Time.

Address Mailed Offer To:

Defense Logistics Agency
DLA Troop Support
Post Office Box 56667
Philadelphia, PA 19111-6667

Solicitation No.: SPM300-13-R-0041
Opening/Closing Date and Time: _____ Phila, PA Local Time

Deliver Hand-carried Offer, Including Delivery By Commercial Carrier, To:

Defense Supply Center Philadelphia
DLA Troop Support
Bldg 36, 2nd Floor
700 Robbins Avenue
Philadelphia, PA 19111-5092

Solicitation No.: SPM300-13-R-0041
Opening/Closing Date and Time: _____ Phila, PA Local Time

[Examples of Hand carried Offers include: In-Person delivery by contractor; or Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier; or USPS Express Mail, USPS Certified Mail.]

Note: All hand carried offers are to be delivered between 8:00 a.m. and 4:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service “hand carries” the package to the address specified above for hand carried offers prior to the scheduled opening/closing time. Package 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 as indicated in Block 8 of the Standard Form 1449.

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Facsimile offers (if authorized; see “Addendum” to 52.212-1 (b)) or offer modifications/withdrawals should be transmitted to:

(215) 737-9216
 (215) 737-8414
 (215) 737-9300/9301/9302/9303.

Offers submitted to any other telephone number shall not be considered for award.

3. Block 17a: Offeror’s assigned DUNS Number:_____.
 (If you do not have a DUNS number, contact the individual identified in Block 7a or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

Offeror’s CAGE Code: _____.

4. Block 17b: Remittance Address: (if different from Contractor/Offeror address in block 17a.)

This acquisition is unrestricted. All Firms May Offer Regardless Of Their Size.

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SPM300-13-R-0041: Milk & Dairy Products for Hawaii**CAUTION NOTICE****CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)**

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out.

A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

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

NON-COMPETITION CLAUSE

The offeror warrants that it will not actively promote, encourage, or market any of the customers on this acquisition away from the resultant DLA Troop Support contract and onto a contract of any other Government agency or commercial entity. This prohibition applies both on a pre-award basis and post-award basis. The Contracting Officer reserves the right not to exercise the option and to re-solicit the requirement should the vendor violate this provision. The Contracting Officer may also authorize the offeror to sell commercially products to our customers due to exceptional and compelling circumstances. **ALL COMMERCIAL PRODUCT SALES TO DLA CUSTOMERS MUST HAVE PRIOR WRITTEN APPROVAL FROM THE CONTRACTING OFFICER. THERE ARE NO EXCEPTIONS TO THIS REQUIREMENT.**

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**CAUTION NOTICE**

This acquisition is based on Low Price/Technical Acceptability. Technical Acceptability is determined to be the contractor ability to provide in accordance with the specification/items descriptions and compliance with delivery schedule. An offer will be technically acceptable if, as submitted, it meets all the requirements of this solicitation.

Unit prices (PRICE PER PKG) shall be limited to a maximum of two decimal places. For evaluation and award purposes, offers containing a unit price of more than two decimal places shall be rounded off to two decimal places. For administrative purposes, the extended line item and total dollar amounts will be rounded to two decimal places and may not precisely reflect the quantity (ies) times the unit prices(s). Payment shall be accomplished on a unit price basis.

IMPORTANT: The Government may elect to utilize on-line Reverse Auctioning as a means of conducting price discussions under the subject solicitation. If the Government elects not to conduct a reverse auction, award may be made based on acceptance of initial offers or opening discussions that do not involve use of reverse auctioning as a pricing technique. The Government will notify offerors should it elect to conduct price negotiations using on-line reverse auctioning.

STORES

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. 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.

The following five elements **MUST** be annotated on the invoice. These elements are on the system generated STORES purchase order, and the information needs to be transferred to the invoice:

Contract Number – i.e., SPM300-06-D-VXXX

Call Number – Julian Date of the Purchase Order

Lead Contract Line Item Number (CLIN) – First item on the purchase order

Purchase Order Number

Required Delivery Date (RDD) – Date of Delivery

The information may have to be hand written on the invoice. Please ensure the information is correct and legible.

Invoices for those customers placing orders under STORES must be submitted for payment to the following address:

DFAS Columbus Center
ATTN: DFAS-BVDP (SL4701)
P.O. Box 369031
Columbus, OH 43236-9031

Effective October 1, 2006, a Department Of Defense (DoD) Public Key Infrastructure (PKI) Certificate is required for all DoD users:

Source Selection Information See Far 2.101 and 3.104.

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Accessing Market Ready WEB Invoicing and accessing the Reconciliation Tool (Recon-Tool). Effective November 1, 2006, a DoD PKI Certificate will be required for all Contractor users accessing the Market Ready WEB Invoicing and the Reconciliation Tool. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

Obtaining a PKI certificate:

Contractors who do not work at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are vendors who provide digital certificates to DOD's industry partners who are using their own equipment or working in non-government facilities. A list of ECAs is available at http://www.cpars.navy.mil/pki_info.htm. Each contractor employee accessing Market Ready WEB Invoicing and the Reconciliation Tool will need an Identity Certificate (An Encryption Certificate is not required). Certificate prices range in from \$99 - \$115 per certificate per year, with volume discounts at some ECAs.

Each contractor must fully comply with the DoD requirement to implement PKI in order for our information systems to remain secure and viable.

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

Effective February 2004, all suppliers were required to process invoices electronically. This is a condition for contract award. An electronic invoicing system will enable expeditious 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. DLA Troop Support- Subsistence is migrating towards more extensive use of the electronic mediums available to conduct business with you as our business partners. The Defense Logistics Agency is currently undergoing a Enterprise Business Systems (EBS) 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.

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. A web based solution is the Defense Finance and Accounting Service (DFAS) implemented Web Invoicing System (WInS). WInS application is a web-based technology that will create an EDI transaction for the DFAS payment system. For more information and sample screens go to

Source Selection Information See Far 2.101 and 3.104.

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<http://ecweb.dfas.mil/notes.html>. This requires creating an invoice line by line on the web and the invoice would flow electronically to DFAS.

4. Market Ready EDI Invoicing is another web application used to submit your invoices electronically. This system can be found on the DLA Troop Support web page for subsistence, <http://www.troopsupport.dla.mil/subs/>. 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.

On the next page is provided as a sample of a STORES order. The information indicated in the 5 elements below are 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 (on attached sample). This number will remain constant throughout the life of the contract.
2. Call Number - i.e. 274A (This is the Julian date and the Lap ID number of the purchase order). This number will change with every order.
3. Lead CLIN No. - i.e. 308 (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.

Note: 52.212-4, Contract Terms and Conditions—Commercial Items (JUNE 2010) is incorporated in this solicitation by reference. Its full text may be accessed electronically at <http://www.dla.mil/i-3/j-336/icpshtm>.

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SAMPLE OF SENT ORDER DETAILS

Purchase Order Number:	FT123490912211
Contract Number:	SPM30009DV500
Vendor:	VENDOR NAME
Call Number:	408Y
Ordering Point:	FT1234
Ship To DoDAAC:	FT1234
RDD:	4/3/2009
Receipt Date:	
Source of Receipt:	Manual

Include?	CLIN	Document Number	Stock Number	FIC	Description	U/M	PRF	DSCP		Order Qty	Receipt Qty	Cost	Proj Code
			Part Number					U/I	Price				
<input type="checkbox"/>	55	FT1234913203	891001E112644 28348		MILK, CHOC, LOW FAT, CHL, 1% MILK FAT, 5 GAL BIB	CO	1	CO	\$10.51	1		\$10.51	<input type="checkbox"/>
<input type="checkbox"/>	56	FT123490913204	891001E112161 15056		MILK, LOW FAT, CHL, 1% MILK FAT, 5 GAL BIB	CO	1	CO	\$10.09	2		\$20.18	<input type="checkbox"/>
<input type="checkbox"/>	57	FT123490913205	891001E113402 25140		CHEESE, COTTAGE, CHL, CREAMED, LARGE OR SMALL CURD, 5 LB CO	CO	1	CO	\$8.58	8		\$68.64	<input type="checkbox"/>
<input type="checkbox"/>	58	FT123490913206	891001E111798 28534		YOGURT, LOW FAT, CHERRY VANILLA, CHL, BLENDED, 6 OZ CO	CO	1	CO	\$0.46	12		\$5.52	<input type="checkbox"/>
<input type="checkbox"/>	59	FT123490913207	891001E111775 28524		YOGURT, LOW FAT, RASPBERRY, CHL, BLENDED, 6 OZ CO	CO	1	CO	\$0.46	12		\$5.52	<input type="checkbox"/>
<input type="checkbox"/>	60	FT123490913208	891001E116790 28526		YOGURT, LOW FAT, STRAWBERRY/BANANA CHL, BLENDED	CO	1	CS	\$0.46	12		\$5.52	<input type="checkbox"/>
Total:												\$115.89	

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**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.

1. Complete Standard Form 1449, blocks 17a, 17b, and 30a and 30b.
2. Complete all Supplies/Prices "Schedule" sheets (Offered Prices) and Qualifications.
3. Complete all of the following and any additional Offeror Representations and Certifications:

Authorized Negotiators	PAGE 36
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FAR 52.212-3 Offeror Representations and Certifications - Commercial Items	PAGE 67
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FAR 52.215-6 Place of Performance	PAGE 81
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DFARS 252.212-7000 Offeror Representations and Certifications - Commercial Items	PAGE 82
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4. All offerors are required to submit a Wholesale Price List with their offer.
5. Please submit the following identification numbers:

CAGE CODE: _____

DUNS #: _____
6. This Acquisition will result in a Contract for a period of three (3) years follow-on tier Period.

The requirements for Clause 52.222-37, 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." The Clause is located on page 18 of this solicitation.

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SPM300-13-R-0041: Milk & Dairy Products for Hawaii**Electronic Invoicing by Suppliers via Electronic Commerce/Electronic Data Interchange:**

Effective February 2004, all suppliers were required to process invoices electronically. This is a condition for contract award. An electronic invoicing system will enable expeditious 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 DLA Troop Support- 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 is currently undergoing a Enterprise Business Systems (EBS) 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.

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:

2. 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. A web based solution is the Defense Finance and Accounting Service (DFAS) implemented Web Invoicing System (WInS). WInS application is a web-based technology that will create an EDI transaction for the DFAS payment system. For more information and sample screens go to <http://ecweb.dfas.mil/notes.html>. This requires creating an invoice line by line on the web and the invoice would flow electronically to DFAS.
4. 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.dscpl.dla.mil/subs/>. 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.

Source Selection Information See Far 2.101 and 3.104.

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1. Contract Number - i.e. SP0300-99-D-V222 (on attached sample). This number will remain constant throughout the life of the contract.
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3. Lead CLIN No. - i.e. 308 (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.

CONTRACT CLAUSES**FAR 52.212-4 CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS.****CONTRACT TERMS AND CONDITIONS—COMMERCIAL ITEMS (FEB 2012)**

Note: 52.212-4, Contract Terms and Conditions—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 52.212-4:

The following paragraphs of 52.212-4 are amended as indicated below:

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

“Inspection and acceptance of products will be performed at destination. The authorized Government 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 Government receiving official. See Statement of Work, Inspection and Acceptance also.

2. 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 anytime, 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. Paragraph (s), Order of Precedence is revised to add the following:

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in its Technical Proposal in response to this solicitation.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (10) of the clause, following "the specification" in the order of precedence.

4. 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

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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.

**FAR 52.212- 5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUS OR EXECUTIVE ORDERS- COMMERCIAL (JANUARY 2013)**

(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:

- 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 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- X** (4) **52.204-10**, Reporting Executive Compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).
- X** (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. (Dec 2010) (31 U.S.C. 6101 note).

Source Selection Information See Far 2.101 and 3.104.

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- ___ (7) **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).
- ___ (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 HUBZone Set-Aside or Sole-Source Award (Nov 2011) ([15 U.S.C. 657a](#)).
- X (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]
- ___ (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](#).
- ___ (14) **52.219-8**, Utilization of Small Business Concerns (Jan 2011) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).
- ___ (15)(i) **52.219-9**, Small Business Subcontracting Plan (Jan 2011) ([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](#).
- ___ (16) **52.219-13**, Notice of Set-Aside of Orders (Nov 2011)([15 U.S.C. 644\(r\)](#)).
- ___ (17) **52.219-14**, Limitations on Subcontracting (Nov 2011) ([15 U.S.C. 637\(a\)\(14\)](#)).
- ___ (18) **52.219-16**, Liquidated Damages—Subcon-tracting 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 Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) ([15 U.S.C. 657 f](#)).
- ___ (23) **52.219-28**, Post Award Small Business Program Rerepresentation (Apr 2012) ([15 U.S.C. 632\(a\)\(2\)](#)).
- ___ (24) **52.219-29**, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) ([15 U.S.C. 637\(m\)](#)).
- ___ (25) **52.219-30**, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) ([15 U.S.C. 637\(m\)](#)).

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- X (26) [52.222-3](#), Convict Labor (June 2003) (E.O. 11755).
- X (27) [52.222-19](#), Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (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).
- ___ (33) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ___ (34) [52.222-54](#), Employment Eligibility Verification (JUL 2012). (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](#), IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- ___ (ii) Alternate I (DEC 2007) of [52.223-16](#).
- X (38) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- X (39) [52.225-1](#), Buy American Act—Supplies (Feb 2009) ([41 U.S.C. 10a-10d](#)).
- X (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 (Nov 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).
- X (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](#)).

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X (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\(f\)](#)).

X (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—Central Contractor Registration (Oct 2003) ([31 U.S.C. 3332](#)).

___ (48) **52.232-34**, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) ([31 U.S.C. 3332](#)).

___ (49) **52.232-36**, Payment by Third Party (Feb 2010) ([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.*).

___ (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.*).

___ (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.*).

___ (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.*).

___ (7) **52.222-17**, Nondisplacement of Qualified Workers (JAN 2013) (E.O.13495).

X (8) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations (Mar 2009) (Pub. L. 110-247).

___ (9) **52.237-11**, Accepting and Dispensing of \$1 Coin (Sept 2008) ([31 U.S.C. 5112\(p\)\(1\)](#)).

(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.

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(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 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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 ([41 U.S.C. 251 note](#))).

(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.

(iii) **52.222-17**, Nondisplacement of Qualified Workers (JAN 2013) (E.O. 13495). Flow down required in accordance with paragraph (l) of FAR clause [52.222-17](#).

(iv) **52.222-26**, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) **52.222-35**, Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

(vi) **52.222-36**, Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).

(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](#).

(viii) **52.222-41**, Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).

(ix) **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\(g\)](#)).

(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.*).

(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.*).

(xii) **52.222-54**, Employment Eligibility Verification (JUL 2012).

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(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](#).

(xiv) **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.

(End of clause)

Alternate I (Feb 2000). 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.”

Alternate II (Jul 2012). 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:

(d)(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—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)(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—

(i) *Paragraph (d) of this clause.* This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) *Those clauses listed in this paragraph (e)(1).* Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(A) **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](#))).

(B) **52.203-15**, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5).

(C) **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.

(D) **52.222-26**, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) **52.222-35**, Equal Opportunity for Veterans (Sep 2010) ([38 U.S.C. 4212](#)).

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- (F) **52.222-36**, Affirmative Action for Workers with Disabilities (Oct 2010) ([29 U.S.C. 793](#)).
- (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](#).
- (H) **52.222-41**, Service Contract Act of 1965 (Nov 2007) ([41 U.S.C. 351](#), *et seq.*).
- (I) **52.222-50**, Combating Trafficking in Persons (Feb 2009) ([22 U.S.C. 7104\(g\)](#)).
- (J) **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.*).
- (K) **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.*).
- (L) **52.222-54**, Employment Eligibility Verification (Jul 2012).
- (M) **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](#).
- (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](#).

- (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.

**DFAR 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO
IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE
TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2012)**

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

 X [52.203-3](#), Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses 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) X [252.203-7000](#), Requirements Relating to Compensation of Former DoD

Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) [252.203-7003](#), Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) X [252.205-7000](#), Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) _ [252.219-7003](#), Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C.

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(5) ----- [252.219-7004](#), Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) **X** [252.225-7001](#), Buy American and Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ____ Alternate I (OCT 2011) of [252.225-7001](#).

(7) ____ [252.225-7008](#), Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).

(8) ____ [252.225-7009](#), Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).

(9) **X** [252.225-7012](#), Preference for Certain Domestic Commodities (JUN 2012) (10 U.S.C. 2533a).

(10) ____ [252.225-7015](#), Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(11) ____ [252.225-7016](#), Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) ____ [252.225-7017](#), Photovoltaic Devices (JUN 2012) (Section 846 of Pub. L. 111-383).

(13)(i) ____ [252.225-7021](#), Trade Agreements (JUN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (OCT 2011) of [252.225-7021](#).

(iii) ____ Alternate II (OCT 2011) of [252.225-7021](#).

(14) ____ [252.225-7027](#), Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(15) ____ [252.225-7028](#), Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(16)(i) ____ [252.225-7036](#), Buy American—Free Trade Agreements— Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (JUN 2012) of [252.225-7036](#).

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- (iii) ___ Alternate II (JUN 2012) of [252.225-7036](#).
- (iv) ___ Alternate III (JUN 2012) of [252.225-7036](#).
- (v) ___ Alternate IV (JUN 2012) of [252.225-7036](#).
- (vi) ___ Alternate V (JUN 2012) of [252.225-7036](#).
- (17) ___ [252.225-7038](#), Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) ___ [252.225-7039](#), Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110- 417 and sections 831 and 832 of Pub. L. 111-383).
- (19) ___ [252.226-7001](#), Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).
- (20) ___ [252.227-7013](#), Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see [227.7103-6\(a\)](#)).
- (21) ___ [252.227-7015](#), Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) ___ [252.227-7037](#), Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see [227.7102-4\(c\)](#)).
- (23) **X** [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (24) ___ [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)
- (25) ___ [252.237-7019](#), Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
- (26) **X** [252.243-7002](#), Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (27) ___ [252.246-7004](#), Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).
- (28) ___ [252.247-7003](#), Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).
- (29)(i) **X** [252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ___ Alternate I (MAR 2000) of [252.247-7023](#).
- (iii) ___ Alternate II (MAR 2000) of [252.247-7023](#).
- (iv) ___ Alternate III (MAY 2002) of [252.247-7023](#).

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(30) [252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(31) [252.247-7027](#), Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) [252.225-7039](#), Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) [252.227-7013](#), Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see [227.7103-6\(a\)](#)).

(3) [252.227-7015](#), Technical Data—Commercial Items (DEC 2011), if applicable (see [227.7102-4\(a\)](#)).

(4) [252.227-7037](#), Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see [227.7102-4\(c\)](#)).

(5) [252.237-7010](#), Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) [252.237-7019](#), Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) [252.247-7003](#), Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) [252.247-7023](#), Transportation of Supplies by Sea (MAY 2002) (10 U.S.C 2631).

(9) [252.247-7024](#), Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

52.212-9000 CHANGES – MILITARY READINESS (NOV 2011) DLAD

The commercial changes clause at Federal Acquisition Regulation (FAR) 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a contingency operation or a humanitarian or peace keeping operation, as defined below, the Contracting Officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery. If any such change causes an increase in the cost of, or the time required for performance, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency operation” means a military operation that-is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or

Source Selection Information See Far 2.101 and 3.104.

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results in the call or order to, or retention on, active duty of members of the uniformed services under 10 United States Code (U.S.C.) 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during an national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or peacekeeping operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302 (8) and 41 U.S.C. 259(d)(2)(B)).

52.214-9008 ROUNDING OFF OF OFFER AND AWARD PRICES (AUG 2008) – DLAD

Unit prices shall be limited to a maximum of five decimal places. For evaluation and award purposes, offers containing a unit price of more than five decimal places shall be rounded off to five decimal places. For administrative purposes, the extended line item and total dollar amounts will be rounded to two decimal places and may not precisely reflect the quantity (ies) times the unit prices(s). Payment shall be accomplished on a unit price basis.

FAR 52.216-18 ORDERING**_Ordering (Oct 1995)**

- (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 Schedule.

Such orders may be issued from **June 12, 2013 through June 11, 2016.**

- (b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.
- (c) If mailed, a delivery order or task order is considered “issued” when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

FAR 52.216-19 ORDER LIMITATIONS**ORDER LIMITATIONS (OCT 1995)**

- (a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than **\$25.00 for the CDCs and \$50.00 for all other customers** [*insert dollar figure or quantity*], 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 **\$7.950M** [*insert dollar figure or quantity*];
- (2) Any order for a combination of items in excess of **\$7.950M** [*insert dollar figure or quantity*]; or
- (3) A series of orders from the same ordering office within **2** days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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(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 N/A 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.

(e) The delivery order(s) shall specify delivery(ies) no less than 48 hours from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving the contractor no less than 24 hours notice to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

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

(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 **June 11, 2016.**

DLAD 52.216-9032 ECONOMIC PRICE ADJUSTMENT (EPA) - ESTABLISHED MARKET PRICE ALTERNATE I (FEB 2009)

(a) To the extent that contingent cost increases are provided for by this clause, the contractor warrants that prices included in the contract do not include any amount to protect against such contingent cost increases.

(b) This EPA clause applies to Class I Milk only (*i.e.*, milk used in fluid products, including whole, low fat, extra light, nonfat and half-and-half). Any package sizes other than gallons will be pro-rated based upon the price adjustment per gallon.

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(c) Class I milk, as described in this clause, is subject to the regulations of the California Department of Food and Agriculture under the Stabilization and Marketing Plans for Market Milk.

(d) The economic indicator shall be the “State-Wide Average CWT Class 1 Price Based Upon Production”, as released monthly by the California Department of Food and Agriculture Dairy Marketing Branch in the “Minimum Prices for Class 1 Market Milk F.O.B. Processing Plant” price letter. (Note: The California Department of Food and Agriculture is not part of the Federal Milk Marketing Order (FMMO) system and maintains its own milk-marketing program).

(e) Price adjustments shall be based on the following:

(1) The “base price” for the purpose of the initial adjustment calculation under this clause shall be the current month price of the economic indicator in effect at

(i) the closing date for proposals, if no discussions are held, or

(ii) the due date for final proposal revisions, if discussions are held.

The “base price” for each subsequent monthly adjustment calculation shall be the adjusting price from the previous month.

(2) The “adjusting price” shall be the monthly price of the economic indicator released following the month used to determine the “base price”.

(f) For the purpose of price adjustments pursuant to this clause:

(1) Adjustments will be made in increments of \$0.01 per gallon when and only when the change per gallon in either direction is equal to or greater than +/- \$0.0100.

(2) Adjustments in excess of \$0.0100 per gallon and in excess of \$0.0050 for units other than a gallon (i.e., half gallon, quart, pint and half pint) will be rounded to two decimal places to accommodate systems requirements of the Subsistence Total Order Receipt Electronic System (STORES), as follows:

\$0.0050 to \$0.0099 = \$0.01

\$0.0100 to \$0.0149 = \$0.01

\$0.0150 to \$0.0199 = \$0.02

\$0.0200 to \$0.0249 = \$0.02

\$0.0250 to \$0.0299 = \$0.03, etc.

(3) One hundred weight (CWT) as used in the price of the economic indicator equates to 11.63 gallons of milk deliverable under this contract.

(g) Promptly following release of the Minimum Price Letter applicable to the following month, the contracting officer shall compute the adjustments, if any, to the current contract prices for the purpose of determining any revised prices applicable to orders for the next month in the manner detailed below:

Source Selection Information See Far 2.101 and 3.104.

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- (1) Determine adjusting price.
- (2) Determine base price.
- (3) Compute change from base price.
- (4) Convert the price change to price per gallon.
- (5) Compute price change for other units other than a gallon.
- (6) Round price adjustment(s) from lines (4) and (5) to nearest \$0.01 increment (see paragraph (f)(2)).
- (7) Compute adjusted contract unit price(s).

The following sample price computation is an illustration using January as the Base Price and February as the Adjusting Price.

(1)	Adjusting Price	\$ 11.75	CWT
(2)	Base Price	\$ 11.98	CWT
(3)	Change from Base Price per CWT	\$(0.23)	
(4)	Price change per gallon	\$(0.0198)	
	(Line (3) divide by 11.63 gallons/cwt)		
(5)	Price change per half gallon	\$(0.0099)	
	Price change per quart	\$(0.0049)	
	Price change per pint	\$(0.0025)	
	Price change per half pint	\$(0.0012)	
(6)	Price adjustment per gallon	\$ (0.02)	
	Price adjustment per half gallon	\$ (0.01)	
	Price adjustment per quart	\$ (0.00)	

Source Selection Information See Far 2.101 and 3.104.

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Price adjustment per pint \$ (0.00)

Price adjustment per half pint \$ (0.00)

(7) Adjusted contract unit price

Item per gallon (Current Unit
Price - \$0.02)

Item per half gallon (Contract Unit
Price - \$0.01)

Item per quart (No adjustment)

Item per pint (No adjustment)

Item per half pint (No adjustment)

(h) Revised prices will become effective on the 1st Sunday of the next month and will remain in effect until the next price change occurs.

(i) Price adjustments pursuant to this clause will not be made by separate contract modifications. Adjustments will be implemented by the government as follows, and these actions shall constitute a modification to the contract:

(1) The adjusted contract unit price(s) for the following month will be input in STORES,

(2) A facsimile transmission will be sent to contractors who do not have electronic access, and

(3) The calculations used to derive the adjusted contract unit price(s) for the following month will be posted on the internet at <http://www.dscpl.dla.mil/subs/pv/mrepa/index.asp>.

(j) The aggregate of the increases in any contract unit price under this clause shall not exceed 30% of the original contract unit price. The original contract unit price is the price in effect on the date of award. If at any time during the term of the contract, a proposed economic price adjustment will exceed this ceiling, the Government reserves the right to raise this ceiling where changes in market conditions during the contract period support an increase. There is no percentage limitation on the amount of downward adjustments that may be made under this clause.

(k) In the event publication of the economic indicator is discontinued or its method of calculation substantially altered so that it no longer reflects market prices, the parties shall mutually agree upon an appropriate substitute for price adjustment(s) under this clause.

(l) Any dispute arising under this clause is subject to the "disputes" clause of the contract.

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**52.246-9044 SANITARY CONDITIONS (NOV 2011) DLAD****a) Food establishments.**

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

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the worldwide directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the worldwide directory.

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at http://www.fsis.usda.gov/Regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp.

The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

(ii) Intrastate commerce of meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs certified by the USDA as being "at least equal to" the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

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(iii) Shell eggs may be supplied from establishments listed in the “List of Plants Operating under USDA Poultry and Egg Grading Programs” published by the USDA, Agriculture Marketing Service (AMS) at <http://www.ams.usda.gov/POULTRY/Grading.htm>.

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “Meat, Poultry and Egg Product Inspection Directory” published by the USDA FSIS at [http://www.fsis.usda.gov/Regulations_&Policies/Meat Poultry Egg Inspection Directory/index.asp](http://www.fsis.usda.gov/Regulations_&Policies/MeatPoultryEggInspectionDirectory/index.asp). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under “U.S. Establishments Approved For All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

(vi) Pasteurized Milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” (IMS), published by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) at <http://www.cfsan.fda.gov/~ear/ims-toc.html>. These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the “Grade ‘A’ Pasteurized Milk Ordinance” (PMO) published by the USDHHS, FDA at <http://www.cfsan.fda.gov/~ear/pmo03toc.html>.

(vii) Manufactured or processed dairy products only from plants listed in Section I of the “Dairy Plants Surveyed and Approved for USDA Grading Service”, published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/dairy/dypubs.htm>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (i.e. plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists” (ICSSL), published by the USDHHS, FDA at <http://www.cfsan.fda.gov/~ear/shellfis.html>.

(3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4F/MCO P1010.31G, Veterinary/Medical Food Inspection and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5285 Port Royal Road, Springfield, Virginia 22161; 1-800-553-6847; or download from web site: <http://www.usapa.army.mil/>.) For the most current listing of exempt plants/products see the Worldwide Directory (available at: <https://vets.amedd.army.mil/vetcom>).

(4) Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading “Distributed By”, “Manufactured For”, etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead

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to product contamination or adulteration, the Contracting Officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the Contractor to request an extension of any delivery date. In the event the Contractor fails to correct such objectionable conditions within the time specified by the Contracting Officer, the Government shall have the right to terminate the contract in accordance with the “Default” clause of the contract.

(b) Delivery conveyances.

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

FAR 52.247-34 FOB. DESTINATION (NOV 1991)**a) The term “f.o.b. destination,” as used in this clause, means—**

(1) Free of expense to the Government, on board the carrier’s conveyance, at a specified delivery point where the consignee’s facility (plant, warehouse, store, lot, or other location to which shipment can be made) is located; and

(2) Supplies shall be delivered to the destination consignee’s wharf (if destination is a port city and supplies are for export), warehouse unloading platform, or receiving dock, at the expense of the Contractor. The Government shall not be liable for any delivery, storage, demurrage, accessorial, or other charges involved before the actual delivery (or “constructive placement” as defined in carrier tariffs) of the supplies to the destination, unless such charges are caused by an act or order of the Government acting in its contractual capacity. If rail carrier is used, supplies shall be delivered to the specified unloading platform of the consignee. If motor carrier (including “piggyback”) is used, supplies shall be delivered to truck tailgate at the unloading platform of the consignee, except when the supplies delivered meet the requirements of Item 568 of the National Motor Freight Classification for “heavy or bulky freight.” When supplies meeting the requirements of the referenced Item 568 are delivered, unloading (including movement to the tailgate) shall be performed by the consignee, with assistance from the truck driver, if requested. If the contractor uses rail carrier or freight forwarded for less than carload shipments, the contractor shall ensure that the carrier will furnish tailgate delivery, when required, if transfer to truck is required to complete delivery to consignee.

(b) The Contractor shall—

(1)(i) Pack and mark the shipment to comply with contract specifications; or

(ii) In the absence of specifications, prepare the shipment in conformance with carrier requirements;

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- (2) Prepare and distribute commercial bills of lading;
- (3) Deliver the shipment in good order and condition to the point of delivery specified in the contract;
- (4) Be responsible for any loss of and/or damage to the goods occurring before receipt of the shipment by the consignee at the delivery point specified in the contract;
- (5) Furnish a delivery schedule and designate the mode of delivering carrier; and
- (6) Pay and bear all charges to the specified point of delivery.

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)**

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

<http://www.dla.milli-31j-336licps.htm> OR <http://www.dla.mil/i-3/i-336/logisticspolicy/procurementlinks2.htm>

THE CLAUSE LISTED BELOW IS INCORPORATED BY REFERENCE WITH THE SAME FORCE AND EFFECT AS IF IT WAS GIVEN IN FULL TEXT. UPON REQUEST, THE CONTRACTING OFFICER WILL MAKE THEIR FULL TEXT AVAILABLE. A CLAUSE WITH AN AUTHORIZED DEVIATION IS SO MARKED AFTER THE DATE OF THE CLAUSE.

CLAUSE NUMBER

52.204-99

TITLE/DATE

System for Award Management (AUG 2012)

Deviation

The following additional clauses are incorporated by reference:

CLAUSE TITLE/DATE

CLAUSE NUMBER	TITLE	DATE
252.209-7004	252.209-7004. Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	Dec 2006) DFARS
252.211-7006	Radio Frequency Identification	SEPT 2011 - DFARS
52.211-9010	Shipping Label Requirements—MIL-STD-129P	NOV 2011 - DLAD
252.225-7002	Qualifying Country Sources as Subcontractors	APR 2003 - DFARS
52.232-17	Interest	OCT 2010
252.232-7010	Levies on Contract Payments	DEC 2006 - DFARS
52.242-13	Bankruptcy	JULY 1995
52.242-15	Stop Work Order	AUG 1989
52.247-9012	Requirements for Treatment of Wood Packaging Material(WPM)	FEB 2007 - DLAD

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**STATEMENT OF WORK****SUPPLIES/PRICES****ITEMS TO BE PROCURED: MILK & MILK PRODUCTS & ICE CREAM PRODUCTS****GROUPS I & II**

MILK AND MILK PRODUCTS AND ICE CREAM PRODUCTS FOR: Navy Land Based Activities at Pearl Harbor and Surrounding Area; (Troop Issue); Kaneohe Marine Corps Base (Troop Issue and CDC); USCG Air Station, Barbers Point and Coast Guard Ships; Hickam AFB; Schofield Barracks and Tripler AMC Hawaii (Troop Issue).

GROUPS III & IV

MILK AND MILK PRODUCTS AND ICE CREAM PRODUCTS FOR: Navy Ships, Pearl Harbor, HI

GROUP V

MILK AND MILK PRODUCTS:
Barking Sands

EFFECTIVE PERIOD OF CONTRACT/ORDERING/PERFORMANCE PERIOD:

A contract resulting from this solicitation will become effective on the date of award. The contract award is deemed effective when notification is mailed, transmitted, or otherwise provided and received by the contractor. **The three (3) year ordering** period will begin on a date specified by the Contracting Officer at time of award rather than on the effective date of award. The ordering/performance period of the contract shall commence with placement of the first customer order, on or after **12 June 2013** through to delivery on or before **11 June 2016**. It is anticipated that the first order under the contract resulting from this solicitation will be placed on or after **12 June 2013 and the final order will take place on 11 June 2016**

The Contractor shall not be required to make any deliveries under this contract after the date exact **three (3) years after** the beginning of the three (3) year ordering period.

For example, if the three (3) year ordering period begins on **12 June, 2013**, the Contractor will not be required to make any deliveries after June 11, 2016

The term of the contract is anticipated to be for a three (3) year Period from 12 June 2013 through 11 June 2016.

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**MINIMUM/MAXIMUM QUANTITIES AND ESTIMATED CONTRACT DOLLAR VALUE:**

The quantities shown in the schedule represent the quantities estimated to be ordered over the delivery period. Offers will be evaluated based on the estimated quantities.

The estimated total contract dollar amount will be calculated based on the aggregate unit prices for all items at the estimated quantities. Actual quantities ordered may vary among the line items.

The contract guaranteed minimum amount to be ordered under any contract is 25% of the total estimated contract dollar amount.

The normal maximum ceiling amount which can be ordered under the contract is 200% of the estimated total contract dollar amount.

The total estimated dollar value of this solicitation and resultant contract is \$3,975,000.00 for the contract term of three (3) years.

The guaranteed minimum of the contract is 25% (\$993,500.00) of the total estimated dollar value for the contract term of three (3) years.

The normal maximum contract ceiling is 200% (\$7,950,000.00) of the total estimated dollar value for the contract term of three (3) years.

Following is the breakdown of this Estimated Contract Dollar Value, Guaranteed Minimum and Maximum Contract Ceiling for each group.

<u>GROUP</u>	<u>EST. VALUE</u>	<u>GUARANTEED MIN</u>	<u>MAX CONTRACT CEILING.</u>
Navy Land (I&II)	\$1,981,570.94	\$495,392.74	\$3,963,141.88
Navy Ships (III&IV)	\$1,976,929.07	\$494,232.27	\$3,953,858.14
Barking Sands (V)	\$16,500.00	\$4,125.00	\$33,000.00
	\$3,975,000.00	\$993,750.00	\$7,950,000.00

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**FILL RATE REQUIREMENTS:**

DLA Troop Support will monitor deliveries on an on-time, per order basis in order to determine the monthly fill rate percentage. This will be accomplished by utilization of Government in-house contractor fill rate reports. The fill rate shall be calculated as follows, and shall not include mis-picks, damaged cases, etc.:

$$\frac{\text{Cases accepted}}{\text{Cases ordered}} \times 100 = \text{Fill Rate \%}$$

The fill rate percentage achieved under any resultant contract shall be comparable or better than that provided to the awardees' most favorable commercial customers.

AUTHORIZED NEGOTIATORS:

The offeror or quoter represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposals or quotations: (list names, titles, and telephone numbers of the authorized negotiators).



PHONE NUMBER:

FAX NUMBER:

Offerors will indicate their regularly scheduled non-bake days:

All items to be awarded in each group will be awarded to one offeror. Offeror should submit prices by the "PKG" and by the "LB". The price per "LB" will be used for evaluation of offers; however, the price per "PKG" may be used for ordering/billing.

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GROUP I **MILK AND MILK PRODUCTS** Navy Land Based Activities at Pearl Harbor and Surrounding Area; (Troop Issue); Kaneohe Marine Corps Base (Troop Issue and CDC); USCG Air Station, Barbers Point and Coast Guard Ships; Hickam AFB; Schofield Barracks & Tripler AMC Hawaii (Troop Issue).

Item No.	<u>Supplies/Services:</u>	Est. Qty.	Unit	Unit Price	Total Price
1.	MILK, WHOLE, CHL Half Pint Product Code_____	114,375	½ PT	_____	_____
2.	MILK, WHOLE, CHL Pint Product Code_____	14,100	PT	_____	_____
3.	MILK, WHOLE, CHL Half Gallon Product Code_____	6,300	½ GL	_____	_____
4.	MILK, WHOLE, CHL Bulk, 3-7 gal co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	150	GL	_____	_____
5.	MILK, REDUCED FAT, CHL 2% Milkfat, Pint Product Code_____	143	PT	_____	_____
6.	MILK, REDUCED FAT, CHL 2% Milkfat, Quart Product Code_____	2,400	QT	_____	_____
7.	MILK, REDUCED FAT, CHL 2% Milkfat, Gallon Product Code_____	2,400	GL	_____	_____
8.	MILK, REDUCED FAT, CHL 2% Milkfat, Bulk, 3-7 gal co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	18,083	GL	_____	_____

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- | | | | | | |
|-----|--|---------|------|-------|-------|
| 9. | MILK, LOWFAT, CHL
1% Milkfat,
Half Pint
Product Code_____ | 351,225 | ½ PT | _____ | _____ |
| 10. | MILK, LOWFAT, CHL
1% Milkfat,
Bulk, 3-7 gal co
Specify Size Offered_____
Specify Price Per Co_____
Product Code_____ | 11,448 | GL | _____ | _____ |
| 11. | MILK, LOW FAT, CHL
1% Milkfat, ½ Gal Co
Product Code_____ | 3,195 | CO | _____ | _____ |
| 12. | MILK, LOW FAT, CHL
1% Milk Fat 1 GL Co
Product Code_____ | 7,320 | CO | _____ | _____ |
| 13. | MILK, NONFAT, CHL
Half Pint
Product Code_____ | 158,250 | ½ PT | _____ | _____ |
| 14. | MILK, NONE FAT, CHL
Bulk, 3-7 gal co
Specify Size Offered_____
Specify Price Per Co_____
Product Code_____ | 3,615 | GL | _____ | _____ |
| 15. | MILK, NONFAT, CHL
1/2 GL Co
Product Code_____ | 1,125 | CO | _____ | _____ |
| 16. | MILK, NONFAT, CHL
1 GL Co
Product Code_____ | 75 | CO | _____ | _____ |

SPM300-13-R-0041: Milk & Dairy Products for Hawaii

- | | | | | | |
|-----|--|---------|------|-------|-------|
| 17. | MILK, CHOCOLATE, NONFAT, CHL
1% Milkfat,
Bulk, 3-7 gal co
Specify Size Offered _____
Specify Price Per Co _____
Product Code _____ | 864 | GL | _____ | _____ |
| 18. | MILK, CHOCOLATE, NONFAT, CHL
Pint
Product Code _____ | 1,980 | PT | _____ | _____ |
| 19. | MILK, CHOCOLATE, NONFAT, CHL
Half Pint
Product Code _____ | 135,090 | ½ PT | _____ | _____ |
| 20. | MILK, CHOC, NON FAT, CHL
½ Gal Co
Product Code _____ | 615 | CO | _____ | _____ |
| 21. | BUTTERMILK, LOWFAT, CHL
1% Milkfat
Quart
Product Code _____ | 1,136 | QT | _____ | _____ |
| 22. | MILK, SOY, CHL, CHOC
Quart
Product Code _____ | 1,650 | QT | _____ | _____ |
| 23. | MILK, SOY, CHL, VANILLA
Quart
Product Code _____ | 75 | ½ GL | _____ | _____ |
| 24. | CREAMER, NON-DAIRY, LIQUID, CHL
Ultra-Pasteurized,
Individual Serving 3/8 oz
Specify Count Per Case _____
Product Code _____ | 23 | CS | _____ | _____ |
| 25. | SOUR CREAM, CHL
Cultured or Acidified,
Minimum 18% Milkfat,
Half Pint
Product Code _____ | 600 | ½ PT | _____ | _____ |

SPM300-13-R-0041: Milk & Dairy Products for Hawaii

26.	SOUR CREAM, CHL Cultured or Acidified, Minimum 18% Milkfat Bulk, 3-5 lb co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	7,995	LB	_____	_____
27.	COTTAGE CHEESE, LOWFAT, CHL Creamed, Large or Small Curd, 16 oz co Product Code_____	9,900	LB	_____	_____
28.	COTTAGE CHEESE, LOWFAT, CHL Dry, Large or Small Curd, 2 to 5 lb co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	23,550	LB	_____	_____
29.	YOGURT, LOW FAT, CHL Assorted Flavors, 6 or 8 oz Container Specify Size Offered_____ Product Codes_____	265,200	CO	_____	_____
30.	YOGURT, NONFAT, CHL Assorted Flavors, Quart Product Codes _____	1,523	QT	_____	_____
31.	HALF & HALF, CHL 10.5% - 18% Milkfat Quart Product Code_____	585	QT	_____	_____
32.	ICE MILK, CHL Liquid, For Soft Serve Machine Half Gallon Product Code_____	2,205	½ GL	_____	_____
33.	HALF AND HALF, ORGANIC, CHL 1 Qt Co Product Code_____	188	CO	_____	_____

SPM300-13-R-0041: Milk & Dairy Products for Hawaii

- | | | | | | |
|-----|---|---------|------|-------|-------|
| 34. | CREAM, HEAVY, CHL, VANILLA
Minimum 36% Milkfat
Quart
Product Code_____ | 5,625 | QT | _____ | _____ |
| 35. | CREAM, WHIPPED TOPPING, CHL
Imitation, Aerosol Can
Min 11 oz - Max 15 oz co
Specify Size Offered_____
Specify Price Per Co_____
Product Code_____ | 1,605 | CO | _____ | _____ |
| 36. | EGGNOG, CHL (IN SEASON)
Quart
Product Code_____ | 825 | QT | _____ | _____ |
| 37. | JUICE, ORANGE, CHL
8 oz co
Product Code_____ | 161,085 | CO | _____ | _____ |
| 38. | JUICE, ORANGE, CHL
Half Gallon
Product Code _____ | 285 | ½ GL | _____ | _____ |
| 39. | DRINK, FRUIT FLAVORED, CHL
Assorted Flavors,
Half Pint
Product Codes_____ | 8,445 | ½ PT | _____ | _____ |
| 40. | DRINK, FRUIT FLAVORED, CHL
Assorted Flavors,
Pint
Product Codes_____ | 135,950 | PT | _____ | _____ |
| 41. | MILK, ORGANIC, WHOLE, CHL
½ Gal Co
Product Code_____ | 425 | CO | _____ | _____ |
| 42. | MILK, ORGANIC, REDUCED, FAT
2% Milkfat, ½ Gal Co
Product Code_____ | 5,588 | CO | _____ | _____ |
| 43. | MILK, ORGANIC, REDUCED, FAT
2% Milkfat, Plus DHA, ½ Gal Co
Product Code_____ | 540 | CO | _____ | _____ |
| 44. | MILK, CHOCOLATE, NONFAT, CHL
1 Gallon CO
Product Code_____ | 263 | PT | _____ | _____ |

Source Selection Information See Far 2.101 and 3.104.

SPM300-13-R-0041: Milk & Dairy Products for Hawaii

45.	YOGURT, YOPLANIT PARFAIT Assorted Flavors, 6/4 Lb Bags, 24 Lb Case Product Codes _____	30	CS	_____	_____
46.	YOGURT, LF VARIETTY CHL Bld, Sberry & Sberry- Bana 48/4 OZ Co General Milks/ Yoplait Product Codes _____	21,750	CS	_____	_____
47.	YOGURT, LF VARIETTY CHL Bld, Rberry & Peach 48/4 OZ Co General Milks/ Yoplait Product Codes _____	16,800	CS	_____	_____
48.	YOGURT, NONFAT PLAIN CHL 1qt co Product Codes _____	330	CS	_____	_____
49.	MILK, STRAWBERRY,WHOLE, CHL 1 Pt Co Product Code_____	15	CO	_____	_____
50.	ICE MILK, CHOC CHL, LIQUILD For Soft Serve Machine ½ GL Co Product Code_____	2,125	CO	_____	_____
51	YOGURT, GREEK, FRUIT-ON-BOTTOM, Peach, Bberry, Sberry, Honey, Plain 6fl oz co, 12/cs Product Code_____	1000	CO	-----	-----

ESTIMATED TOTAL GROUP I: _____

SPM300-13-R-0041: Milk & Dairy Products for Hawaii

GROUP I **MILK AND MILK PRODUCTS** Navy Land Based Activities at Pearl Harbor and Surrounding Area; (Troop Issue); Kaneohe Marine Corps Base (Troop Issue and CDC); USCG Air Station, Barbers Point and Coast Guard Ships; Hickam AFB; Schofield Barracks & Tripler AMC Hawaii (Troop Issue).

Point of Contact for Order Placement

Name: _____

Phone Number: _____

Fax Number: _____

GOVERNMENT QUALIFICATIONS:

All items in Group I will be awarded to one offeror.

Evaluation of offers will be made using the unit specified for each individual line item of the schedule. Please note the unit of issue per line item and offer accordingly.

OFFEROR QUALIFICATIONS:

SPM300-13-R-0041: Milk & Dairy Products for Hawaii

GROUP II ICE CREAM PRODUCTS - Navy Land Based Activities at Pearl Harbor and Surrounding Area; (Troop Issue); Kaneohe Marine Corps Base (Troop Issue and CDC); USCG Air Station, Barbers Point and Coast Guard Ships; Hickam AFB; Schofield Barracks & Tripler AMC Hawaii (Troop Issue).

Item No.	<u>Supplies/Services</u>	Est. Qty.	Unit	Unit Price	Total Price
52.	ICE CREAM, VANILLA, FRZ 10% Minimum Milkfat Bulk, 2 1/2 or 3 gal co Specify Size Offered _____ Product Code _____	105	GL	_____	_____
53.	ICE CREAM, FRZ Flavors other than vanilla 8% Minimum Milkfat Bulk, 2 1/2 or 3 gal co Specify Size Offered _____ Product Code _____	1,800	GL	_____	_____
54.	ICE CREAM NOVELTIES, FRZ Bars on Sticks Minimum 2 1/2 oz Product Code _____	450	DZ	_____	_____
55.	ICE CREAM NOVELTIES, FRZ Ice Bar Confection on Stick Minimum 2 1/2 oz Product Code _____	258	DZ	_____	_____
56.	ICE CREAM NOVELTIES ICE CREAM SANDWICH, FRZ Vanilla w/Chocolate Wafers Minimum 2 1/2 oz Product Code _____	1,200	DZ	_____	_____
57.	ICE CREAM NOVELTIES ICE CREAM CONE, FZN Drumstick Minimum 2 1/2 oz Product Code _____	690	DZ	_____	_____
58.	ICE CREAM NOVELTIES ICE BAR CONFECTION, SBERRY Min 21/2 OZ Products Code _____	75	CO	_____	_____

Source Selection Information See Far 2.101 and 3.104.

SPM300-13-R-0041: Milk & Dairy Products for Hawaii

59	ICE CREAM NOVELTIES, FZN FZN, ICE CREAM AND SHERBET Bar, on Stick, 2.5 OZ Co 12/Co Product Code_____	173	CO	_____	_____
60	ICE CREAM NOVELTIES, FZN FUDGE, ON STICK 2.5 OZ EA, 12/Co Product Code_____	263	CO	_____	_____
61.	ICE CREAM, VANILA, FZN Min 8% Milk fat, 3 oz Co, 12 Box Product Code_____	3,885	CO	_____	_____
62.	ICE CREAM, VANILA/ORANDE , SHERBET SWIRL, FZN Min 8% Milk Fat, 3 OZ Co 12/Box Product Code_____	1,200	CO	_____	_____
63.	ICE CREAM, CHOC , FZN Min 8% Milk Fat, 3 OZ Co 12/Box Product Code_____	1,125	CO	_____	_____
64.	ICE CREAM, CHOC SUNDAE, FZN Min 8% Milk Fat, 3 OZ Co 12/Box Product Code_____	2,400	CO	_____	_____

ESTIMATED TOTAL GROUP II: _____

SPM300-13-R-0041: Milk & Dairy Products for Hawaii

GROUP II ICE CREAM PRODUCTS - Navy Land Based Activities at Pearl Harbor and Surrounding Area; (Troop Issue); Kaneohe Marine Corps Base (Troop Issue and CDC); USCG Air Station, Barbers Point and Coast Guard Ships; Hickam AFB; Schofield Barracks & Tripler AMC Hawaii (Troop Issue).

Point of Contact for Order Placement

Name: _____

Phone Number: _____

Fax Number: _____

GOVERNMENT QUALIFICATIONS:

All items in Group II will be awarded to one offeror.

Evaluation of offers will be made using the unit specified for each individual line item of the schedule. Please note the unit of issue per line item and offer accordingly.

OFFEROR QUALIFICATIONS:

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**GROUP III MILK AND MILK PRODUCTS** Navy Ships, Pearl Harbor, HI

Item No.	<u>Supplies/Services</u>	Est. Qty.	Unit	Unit Price	Total Price
65.	MILK, WHOLE, CHL Half Pint Product Code_____	53,415	½ PT	_____	_____
66.	MILK, WHOLE, CHL Pint Product Code_____	78	PT	_____	_____
67.	MILK, WHOLE, CHL Bulk, 3-7 gal co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	5,100	GL	_____	_____
68.	MILK, REDUCED FAT, CHL 2% Milkfat, Pint Product Code_____	3,270	PT	_____	_____
69.	MILK, REDUCED FAT, CHL 2% Milkfat, Quart Product Code_____	1,200	QT	_____	_____
71.	MILK, REDUCED FAT, CHL 2% Milkfat, Gallon Product Code_____	165	GL	_____	_____
71.	MILK, REDUCED FAT, CHL 2% Milkfat, Bulk, 3-7 gal co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	10,062	GL	_____	_____
72.	MILK, LOWFAT, CHL 1% Milkfat, Half Pint Product Code_____	71,290	½ PT	_____	_____

SPM300-13-R-0041: Milk & Dairy Products for Hawaii

73.	MILK, LOWFAT, CHL 1% Milkfat, Bulk, 3-7 gal co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	24,540	GL	_____	_____
74.	MILK, NONFAT, CHL Half Pint Product Code_____	19,500	½ PT	_____	_____
75.	MILK, NONFAT, CHL Bulk, 3-7 gal co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	428	GL	_____	_____
76.	MILK, CHOCOLATE, LOWFAT, CHL 1% Milkfat, Bulk, 3-7 gal co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	6,060	GL	_____	_____
77.	MILK, CHOCOLATE, NONFAT, CHL Half Pint Product Code_____	26,505	½ PT	_____	_____
78.	MILK, CHOCOLATE, NONFAT, CHL Pint Product Code_____	195	PT	_____	_____
79.	MILK, STRAWBERRY, NONFAT, CHL Pint Product Code_____	1,170	PT	_____	_____
80.	BUTTERMILK, CHL Quart Product Code_____	285	QT	_____	_____
81.	MILK, SOY, PLAIN, CHL Quart Product Code_____	2,025	QT	_____	_____
82.	MILK, SOY, SILK, PLAIN, CHL Half Gallon Product Code_____	219	½ GL	_____	_____

SPM300-13-R-0041: Milk & Dairy Products for Hawaii

- | | | | | | |
|-----|--|---------|------|-------|-------|
| 83. | CREAMER, NON-DAIRY, LIQUID, CHL
Ultra-Pasteurized,
Individual Serving 3/8 oz
Specify Count Per Case _____
Product Code _____ | 165 | CS | _____ | _____ |
| 84. | SOUR CREAM, CHL
Cultured or Acidified,
Minimum 18% Milkfat,
Half Pint
Product Code _____ | 2,460 | ½ PT | _____ | _____ |
| 85. | SOUR CREAM, CHL
Cultured or Acidified,
Minimum 18% Milkfat
Pint
Product Code _____ | 4,935 | PT | _____ | _____ |
| 86. | SOUR CREAM, CHL
Cultured or Acidified,
Minimum 18% Milkfat
Bulk, 3-5 lb co
Specify Size Offered _____
Specify Price Per Co _____
Product Code _____ | 8,265 | LB | _____ | _____ |
| 87. | COTTAGE CHEESE, LOWFAT, CHL
Creamed, Large or Small Curd,
16 oz co
Specify Size Offered _____
Product Code _____ | 10,200 | LB | _____ | _____ |
| 88. | COTTAGE CHEESE, LOWFAT, CHL
Dry, Large or Small Curd,
2 to 5 lb co
Specify Size Offered _____
Specify Price Per Co _____
Product Code _____ | 7,680 | LB | _____ | _____ |
| 89. | YOGURT, LOW FAT, CHL
Assorted Flavors,
6 or 8 oz Container
Specify Size Offered _____
Product Codes _____ | 222,150 | CO | _____ | _____ |

SPM300-13-R-0041: Milk & Dairy Products for Hawaii

90.	YOGURT, NONFAT, CHL Assorted Flavors, Quart Product Codes _____	1,982	QT	_____	_____
91.	HALF & HALF, CHL 10.5% - 18% Milk fat Quart Product Code _____	525	QT	_____	_____
92.	ICE MILK, VANILLA, CHL Liquid, For Soft Serve Machine Half Gallon Product Code _____	1,110	½ GL	_____	_____
93	ICE MILK, CHL, CHOCHOLATE Liquid, for Soft Serve Machine Half Gallon Product Code _____	810	½ GL	_____	_____
94	CREAM, HEAVY, CHL Minimum 36% Milkfat Quart Product Code _____	1,845	QT	_____	_____
95	CREAM, WHIPPED TOPPING, CHL Imitation, Aerosol Can Min 11 oz - Max 15 oz co Specify Size Offered _____ Product Code _____	5,117	CO	_____	_____
96	EGGNOG, CHL (IN SEASON) Quart Product Code _____	2,295	QT	_____	_____
97	JUICE, ORANGE, CHL 8 oz co Product Code _____	17,475	½ PT	_____	_____
98	JUICE, ORANGE, CHL Pint Product Code _____	1,560	PT	_____	_____
99	JUICE, ORANGE, CHL 56 oz to 64 oz co Specify Size Offered _____ Product Code _____	1,190	CO	_____	_____

SPM300-13-R-0041: Milk & Dairy Products for Hawaii

100	DRINK, FRUIT FLAVORED, CHL Assorted Flavors, Half Pint Product Codes_____	5,273	½ PT	_____	_____
101	DRINK, FRUIT FLAVORED, CHL Assorted Flavors, Pint Product Codes_____	773	PT	_____	_____
102	MILK, CHOCOLATE, WHOLE, CHL Pint Product Code_____	1,650	CO	_____	_____
103	MILK, WHOLE, CHL Half Gallon Product Code_____	360	½ GL	_____	_____
104	DRINK, ORANGE-GUAVA, CHL 1 Pt Co Specify Count Per Pkg_____ Specify Price Per Pkg_____ Product Code_____	309	CO	_____	_____
105	MILK,SOY, CHOC, CHL Quart Product Code_____	1,200	QT	_____	_____
106	MILK, SOY, VANILLA, CHL Quart Product Code_____	135	QT	_____	_____
107	MILK, SOY, CHL ½ GALLON Product Code_____	54	½ GL	_____	_____

ESTIMATED TOTAL GROUP III: _____

SPM300-13-R-0041: Milk & Dairy Products for Hawaii

GROUP III MILK AND MILK PRODUCTS Navy Ships, Pearl Harbor, HI

Point of Contact for Order Placement

Name: _____

Phone Number: _____

Fax Number: _____

GOVERNMENT QUALIFICATIONS:

All items in Group III will be awarded to one offeror.

Evaluation of offers will be made using the unit specified for each individual line item of the schedule. Please note the unit of issue per line item and offer accordingly.

OFFEROR QUALIFICATIONS:

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**Group IV ICE CREAM PRODUCTS** Navy Ships, Pearl Harbor, HI

Item No.	<u>Supplies/Services</u>	Est. Qty.	Unit	Unit Price	Total Price
108.	ICE CREAM, FRZ Vanilla, 10% Minimum Milkfat Other Flavors, 8% Minimum Milkfat 3, 4, or 5 fl oz co Specify Size Offered_____ Specify Count Per Pkg_____ Specify Price Per Pkg_____ Product Code_____	6,060	PKG	_____	_____
109.	ICE CREAM, FRZ Vanilla, 10% Minimum Milkfat Other Flavors, 8% Minimum Milkfat 56 oz to 64 oz co Specify Size Offered_____ Product Code_____	1,170	CO	_____	_____
110.	ICE CREAM, VANILLA, FRZ 10% Minimum Milkfat Bulk, 2 1/2 or 3 gal co Specify Size Offered_____ Specify Price Per Pkg_____ Product Code_____	3,930	GL	_____	_____
111.	ICE CREAM, FRZ Flavors other than vanilla 8% Minimum Milkfat Bulk, 2 1/2 or 3 gal co Specify Size Offered_____ Specify Price Per Pkg_____ Product Code_____	8,700	GL	_____	_____
112.	SHERBET, FRZ Bulk, 2 1/2 or 3 gal co Specify Size Offered_____ Specify Price Per Pkg_____ Product Code_____	512	GL	_____	_____
113.	ICE CREAM NOVELTIES, FRZ Bar on Sticks, Minimum 2 1/2 oz Specify Count Per Pkg_____ Specify Price Per Pkg_____ Product Code_____	923	DZ	_____	_____

SPM300-13-R-0041: Milk & Dairy Products for Hawaii

114. **ICE CREAM NOVELTIES, FRZ** 293 DZ _____
 Ice Bar Confection on Stick
 Minimum 2 ½ oz
 Specify Count Per Pkg _____
 Specify Price Per Pkg _____
 Product Code _____
115. **ICE CREAM SANDWICH, FRZ** 105 DZ _____
 Vanilla w/Chocolate Wafers
 Minimum 2 ½ oz
 Specify Count Per Pkg _____
 Specify Price Per Pkg _____
 Product Code _____
116. **ICE CREAM CONE, FRZ** 2,325 DZ _____
 Drumstick
 Minimum 2 ½ oz
 Specify Count Per Pkg _____
 Specify Price Per Pkg _____
 Product Code _____
- ICE CREAM NOVELTIES, FZN** 1,620 CO _____
ICE CREAM AND SHERBET BAR,
ON STICK
 2.5 OZ, 12/CO
 Specify Count Per Pkg _____
 Specify Price Per Pkg _____
 Product Code _____
118. **ICE CREAM NOVELTIES, FZN** 795 CO _____
FUDGE, ON STICK
 2.5 OZ EA, 12/Co
 Specify Count Per Pkg _____
 Specify Price Per Pkg _____
 Product Code _____
- 119 **ICE CREAM PZN** 300 CO
 No Sugar Added
 3 Gl co
 Vanilla, Strawberry
 Specify Count Per Pkg _____
 Specify Price Per Pkg _____
 Product Code _____

ESTIMATED TOTAL GROUP IV: _____

Source Selection Information See Far 2.101 and 3.104.

SPM300-13-R-0041: Milk & Dairy Products for Hawaii

Group IV ICE CREAM PRODUCTS Navy Ships, Pearl Harbor, HI

Point of Contact for Order Placement

Name: _____

Phone Number: _____

Fax Number: _____

GOVERNMENT QUALIFICATIONS:

All items in Group IV will be awarded to one offeror.

Evaluation of offers will be made using the unit specified for each individual line item of the schedule. Please note the unit of issue per line item and offer accordingly.

OFFEROR QUALIFICATIONS:

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**GROUP V MILK AND MILK PRODUCTS: Barking Sands**

Item No.	<u>Supplies/Services</u>	Est. Qty.	Unit	Unit Price	Total Price
120.	SOUR CREAM, CHL Cultured or Acidified, One Pint Product Code_____	279	PT	_____	_____
121.	YOGURT, LOW FAT, PLAIN, CHL Assorted Flavors 6 or 8 oz Container Specify Size Offered_____ Product Codes_____	7,950	CO	_____	_____
122.	MILK, REDUCED FAT, CHL 2% Minimum Milk fat 6 Gal Bib Product Code_____	225	CO	_____	_____
123.	CHEESE, COTTAGE, LOWFAT, CHL Creamed, Large or Small Curd, 1 Lb Co Product Code_____	360	LB	_____	_____
124.	MILK, WHOLE, CHL ½ Pt Co Specify Size Offered_____ Specify Price Per Co_____ Product Code_____	360	½ pt	_____	_____
125.	MILK, CHOCOLATE, NONFAT, CHL Half Pint Co Product Code_____	870	½PT	_____	_____
126.	MILK, LOW FAT, CHL 1% Milk fat ½ Pt Co Product Code_____	375	½ Pt	_____	_____
127.	JUICE, ORANGE, CHL SINGLE STRENGTH ½ Pint CO Product Code_____	375	1/2Pt	_____	_____

Estimated Total Group V:_____

Source Selection Information See Far 2.101 and 3.104.

SPM300-13-R-0041: Milk & Dairy Products for Hawaii

Group V MILK AND MILK PRODUCTS: Barking Sands

Point of Contact for Order Placement

Name: _____

Phone Number: _____

Fax Number: _____

GOVERNMENT QUALIFICATIONS:

All items in Group V will be awarded to one offeror.

Evaluation of offers will be made using the unit specified for each individual line item of the schedule. Please note the unit of issue per line item and offer accordingly.

OFFEROR QUALIFICATIONS:

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**DESCRIPTIONS/SPECIFICATIONS****FRESHNESS REQUIREMENTS FOR DAIRY PRODUCTS:**

A. Fluid dairy products and other dairy products shall have sufficient remaining shelf life commensurate with good commercial practice and at a minimum:

1. Milk, Whipping Cream (fresh), Cream (fresh), Eggnog and Half and Half (fresh) must be delivered within 72 hours after pasteurization:
2. Half and Half (ultra-pasteurized) and Buttermilk must be delivered within 96 hours after pasteurization:
3. Whipping Cream (ultra-pasteurized) and Cream (ultra-pasteurized) must be delivered within 14 days after packaging:
4. Cottage Cheese, cultured, normal shelf life, must be delivered within 4 days after date of packaging, Cottage Cheese, acidified, normal shelf life, must be delivered within 5 days after date of packaging, Cottage Cheese, cultured or acidified, extended shelf life, must be delivered within 7 days after date of packaging:
5. Sour Cream must be delivered within 7 days after pasteurization:
6. Ice Milk Mix, fresh (soft serve), Milk Shake Mix, fresh (direct draw) must be delivered within 120 hours after manufacture:
7. Yogurt must not be older than 21 days from the date of pack.
8. Ice Cream must be delivered within 120 days after manufacturing and packaging except for Novelties, which will be delivered within 180 days after manufacturing and packaging.

PACKAGING, PACKING, AND LABELING:

A. All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under.

B. All items must be identified with readable dates (open code dates), or coded dates. Contractors who do not use open dating will provide a product code number key listing. The product code number key listing shall explain the actual date of production or processing. Copies of key-code listing will be furnished to each destination receiving officer and each destination inspection agency with the first delivery.

SPM300-13-R-0041: Milk & Dairy Products for Hawaii****ADDITIONAL ITEMS****

The customers will be able to add additional milk and ice cream items to this contract after the date of award. However, only the Contracting Officer has the authority to modify the contract in such a manner. Items will be added to the catalog only after the price of the item(s) has been determined fair and reasonable by the Contracting Officer. Items will be added to the STORES catalog with a written modification to the contract; this will be supplemental agreement between the two parties.

****ADDITIONAL CUSTOMERS****

Additional DoD and Non-DoD customers located in the same distribution area as the successful contractor may be added to the contract, based on a mutually agreed upon implementation plan.

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.

BULK MILK CONTAINERS - SHIPS ONLY

Bulk milk/juice items for US Navy vessels are restricted to a single service dispenser container (polyethylene bag) in a single service shipping case (wax impregnated cardboard box) only.

INSPECTION AND 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. 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.

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**DELIVERIES AND PERFORMANCE**

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 based on Government unit of issue.

EMERGENCY DELIVERY

Whenever any customer runs short of an item because of unexpected demands, the contractor shall, within three (3) hours after notice thereof, deliver the item or items to such customer in the quantities specified by the ordering officer.

FREQUENCY, LIMITATIONS & TIME OF DELIVERY:

Six (6) deliveries per week. Monday thru Saturday between 6:00 AM and 9:00 AM, excluding National Holidays.

Deliveries to certain Navy Ships will be required before 6:00 AM. This will be coordinated between the contractor and FLC Pearl Harbor.

When deliveries are going to be late to Navy Ships, the contractor is required to notify the Ship, FLC Pearl Harbor at 808-473-7641/7574/7638/7525/7517 and DLA Troop Support at 808-306-3196.

When deliveries are going to be late to Land Customers, the contractor is required to notify the customer and DLA Troop Support at 808-306-3196.

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CUSTOMERS

GROUPS I & II

MARINES

Anderson Hall, Building 1089, Kaneohe Bay, Oahu. (M00318)
Child Development Center (YX400A)

NAVY LAND BASED ACTIVITIES

Pearl Harbor Naval Station Galley (N62813)
NSGA Kunia (N43456)
Naval Magazine, Building 693 General Mess, 600 Barrack Rd.
West Loch Branch, EWA Beach, Lualualei (N68297)

COAST GUARD

USCG Air Station Barbers Point (Z20255)
USCGC Rush (Z11409)
USCGC Walnut (Z15245)
USCGC Jarvis (Z11411)
USCG ISC Honolulu Base Galley (Z47810)

HICKAM AFB

Hale Aina Dinning Facility, (FT9128)
Mokulele Flight Kitchen, Bldg 2037, Next To Amc Terminal (FT9129)
154 Hawaii Air National Guard, Bldg 3417, Harbor Drive (FT6580)
Child Development and Youth Centers:
BLDGS: 1597(FT9459) 1654(FT9461) 1135(FT9462) 623(FT9460)
Child Development Center (Main and West): 2 Days, Tuesday and Thursday
Child Development Center (Harbor): 1 Day, Monday
School Age Program: 2 Days, Monday and Thursday (Summertime: Everyday)

SCHOFIELD BARRACKS

Wheeler Army Air Field HHC Ave. BDE, Bldg 102, Santos Dumont St.(000101)
125th Sign BN Dining Facility (000102)
HQ CO USAG-HI Fort Shafter (000103)
NCO Academy, Bldg 6056, East Range Wahiawa (000104)
QUAD E, Bldg 550, Foote Ave. (000106)
QUAD F, Bldg 650, Foote Ave. (000107)
QUAD C, Bldg 2085, Aleshire Ave.(000108)
QUAD J Bldg 855 Capron Ave. (000109)
QUAD A Bldg 133 Foote Ave.(000114)
65th Engr BN Bldg 1492 Trimble Rd. (000111)
TISA, Bldg 2071, Lyman Rd. (PX3JP3)

TRIPLER ARMY MEDICAL CENTER: (WX3JN9)

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**GROUPS III & IV****NAVY SHIPS:**

Navy Ships Docked at Honolulu Pier, Ford Island Pier and West Lock Pier in Pearl Harbor.

Deliveries to certain Navy Ships will be required before 6:00 AM. This will be coordinated between the contractor and FLC Pearl Harbor.

When deliveries are going to be late to Navy Ships, the contractor is required to notify the Ship, FLC Pearl Harbor at 808-473-7641/7574/7638/7525/7517 and DLA Troop Support at 808-306-3196.

GROUP V

Barking Sands.

CONTRACT ADMINISTRATION DATA**RESPONSIBILITY FOR ADMINISTRATION OF DELIVERY ORDER(S):**

Delivery Orders issued against this Indefinite Delivery Contract shall be administered by the person who placed the order on behalf of the Government, i.e., the ordering officer responsible for the troop support activity. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In these cases, the applicable agency or activity may reprocur the supplies locally. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Only an authorized contracting officer acting on behalf of the agency or activity can take these particular reprourement actions. Administration of the terms and conditions set forth in the IDC is the responsibility of the DSCP contracting officer. The ordering officer shall also notify the DSCP contracting officer of all terminations and repurchase actions which were processed under the IDC.

NOTES:

Offeror must furnish a copy of their current catalog, price list, wholesale price list etc, with their offer. If repeated telephone calls to DLA Troop Support go unanswered, DLA Troop Support may be closed due to hazardous weather conditions, or other unusual circumstances. You can call the DLA Troop Support Hotline to confirm whether DLA Troop Support is open for business by calling (215) 737-8795.

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DELIVERY INVOICES

The following information must appear on all invoices submitted to DFAS Columbus, Ohio

1. Ship to address
2. Bill to address
3. DODAAC (customer identification code alpha/numeric)
4. Contract number
5. Purchase order number
6. Call number
7. Copy of order
8. Item description (should be explicit enough that there can be no confusion as to what item delivered.
9. Clin (contract line item numbers)
10. Government national stock number (nsn) or local stock number (lsn)
11. Actual order quantity delivered or not delivered.-both number of pounds and Packages (based on government unit of issue.)

MAIL INVOICES TO/PAYMENT WILL BE MADE BY:

DFAS-Columbus Center
ATTN: DFAS-BVDPIS/CC (SL4701-BSM)
P.O. Box 369031
Columbus, OH 43236-9031

MAILING ADDRESS FOR PAYMENT (FOR PAYMENT MADE BY OTHER THAN EFT)

Offeror shall indicate below the address to which payment should be mailed, if such address is different from that shown by the offeror on page 1 of this solicitation.



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SOLICITATION PROVISIONS

FAR 52.212-1 INSTRUCTIONS TO OFFERORS—COMMERCIAL ITEMS (FEB 2012)

Note: 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 52.212-1 INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS

The following paragraphs of 52.21 2-1 are amended as indicated below:

1. Paragraph (b), Submission of Offers. See Standard Form 1449 (Continuation Sheet), on page 3, for any specific instructions on how to submit your offer if mailed, handcarried or faxed (when authorized).
2. ___ Faxed offers are NOT authorized for this solicitation.
X 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.
3. Paragraph (c), *Period for Acceptance of Offers*.
X Period of acceptance is 120 days.
4. 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
5. *Paragraph (h), Multiple Awards*.
X *The Government intends to make one award PER GROUP*
 —Offers may be submitted for quantities less than those specified.

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All offerors are required to fill in all certifications and required information, as applicable.

All offerors are required to sign and date SF 1449 as certification of your offer

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

All offerors are required to submit a written statement confirming/validating their ability to meet the requirements of Technical Acceptability as specified in this solicitation.

All offerors are required to submit a comprehensive/detailed production and distribution plan to support the requirement of technical acceptability as specified in this solicitation

FAR 52.212-2 EVALUATION – COMMERCIAL ITEMS (JAN 1999)

(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.

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**ADDENDUM TO 52.212-2 EVALUATION --COMMERCIAL ITEMS**

The following paragraphs of 52.21 2-2 are amended as indicated below:

In competitive procurements, the contracting officer shall insert this provision in solicitations for commercial items (see FAR 12.602), if the solicitation does not elsewhere include a provision containing all evaluation factors required by FAR 13.106, FAR Subpart 14.2, or FAR Subpart 15.3. If this is a request for proposals, the contracting officer shall describe the approach to evaluating past performance (if applicable), including evaluating offerors with no relevant performance history. This provision may not be incorporated by reference

(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:

Low Price is determined to be the lowest awardable Total Estimated Aggregate dollar value for each group. Total Estimate Aggregate dollar value will be calculated by multiplying the unit price by the estimated quantity for each line item. The estimated total dollar for each line will be summed in each group.

Technically acceptability is determined to be the Offeror's ability to comply with all the solicitation terms and conditions, technical requirements, performance standards, and the Statement of Work (SOW), to include but not limited to SOW compliance, terms and conditions compliance, technical/systems compliance, supply/provide commercial specifications/item descriptions, supply/provide the estimated quantity required, supply/provide to the customer activities required, compliance with the required delivery schedule, and any/all other performance standards required in this solicitation. An offer will be technically acceptable if, as submitted, it meets ALL the requirements of this solicitation.

(b) Paragraph b which talks about option has been deleted since this contract does not have option period.

(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.

Evaluation factors that will be used to determine acceptability and the reasons for their use:

The only evaluation criteria to be used for solicitation SPM300-13-R-0041 will be if the Offeror has the ability to provide product in accordance with the specifications/item descriptions and is in compliance with the delivery schedule. An offer will be technically acceptable if, as submitted, it meets ALL the requirements of this solicitation. This includes: (1) Supplying the products in accordance with the specifications/item descriptions, (2) Supplying the estimated quantities required, (3) Supplying the customer activities required, and (4) Supplying according to the required delivery schedule.

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (DEC 2012)**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov>. 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.

(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.

“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

Source Selection Information See Far 2.101 and 3.104.

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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\(16\)](#).

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“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 accessed through <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.]

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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 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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 o is, o 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

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

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

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

(i) It o has developed and has on file, o 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 o 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

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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]

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(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

Source Selection Information See Far 2.101 and 3.104.

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[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]

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(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) o Are, o are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(2) o Have, o 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) o Are, o 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) o Have, o 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

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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 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) o 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) o 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.]

Source Selection Information See Far 2.101 and 3.104.

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[] (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror o does o 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 o does o 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

(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

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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).*

- o TIN: _____.
- o TIN has been applied for.
- o TIN is not required because:
 - o 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;
 - o Offeror is an agency or instrumentality of a foreign government;
 - o Offeror is an agency or instrumentality of the Federal Government.

(4) *Type of organization.*

- o Sole proprietorship;
- o Partnership;
- o Corporate entity (not tax-exempt);
- o Corporate entity (tax-exempt);
- o Government entity (Federal, State, or local);
- o Foreign government;
- o International organization per 26 CFR 1.6049-4;
- o Other _____.

(5) *Common parent.*

- o Offeror is not owned or controlled by a common parent;
- o 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.

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(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 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)

Alternate I (Apr 2011). 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)(10) 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).

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_____ 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.

Alternate II (Jan 2012). As prescribed in [12.301](#)(b)(2), add the following paragraph (c)(10)(iii) to the basic provision:

(iii) *Address.* The offeror represents that its address is, or is not in a region for which a small disadvantaged business procurement mechanism is authorized and its address has not changed since its certification as a small disadvantaged business concern or submission of its application for certification. The list of authorized small disadvantaged business procurement mechanisms and regions is posted at <http://www.acquisition.gov/References/sdbadjustments.htm>. The offeror shall use the list in effect on the date of this solicitation. “Address,” as used in this provision, means the address of the offeror as listed on the Small Business Administration’s register of small disadvantaged business concerns or the address on the completed application that the concern has submitted to the Small Business Administration or a Private Certifier in accordance with 13 CFR Part 124, subpart B. For joint ventures, “address” refers to the address of the small disadvantaged business concern that is participating in the joint venture.

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

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**DFARS 252.225-7000 BUY AMERICAN ACT--BALANCE OF PAYMENTS PROGRAM
CERTIFICATE (JUNE 2012)**

(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 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:

Line Item Number

Country of Origin

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

Line Item Number

Country of Origin (If known)

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**DFAR 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—
COMMERCIAL ITEMS (JUN 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 outer 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 the performance of any contract or subcontract resulting from this solicitation. Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.
- (3) Any contract resulting from this solicitation will include clause 252.247-7023, Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

FAR 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a firm fixed price contract resulting from this solicitation.

SPM300-13-R-0041: Milk & Dairy Products for Hawaii**DLAD 52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (ADR) (NOV 2011)**

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) The offeror should check here to opt out of this clause:

[] Alternate wording may be negotiated with the Contracting Officer.

DLAD 52.215-9023 REVERSE AUCTION (NEVEMBER 2012)

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, such as "Offeror A" or "lowest-priced offeror"). By submitting a proposal in response to the solicitation, offerors agree to

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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:

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(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.

FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

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 address:

<http://www.dla.mil/j-31j-336/icps.htm> OR <http://www.dla.mil/j-31j-336/logisticpolicy/procurementlinks2.htm>.

The following additional provisions are incorporated by reference:

PROVISION NUMBER	TITLE	DATE
252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	JAN 2009 - DFARS
52.225-25	Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification	
52.233-9000	Agency Protests	NOV 2011 - DLAD