

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000027484		PAGE 1 OF 35	
2. CONTRACT NO. SPE302-15-D-P006		3. AWARD/EFFECTIVE DATE 2015 SEP 30	4. ORDER NUMBER		5. SOLICITATION NUMBER SPE302-15-R-S004		6. SOLICITATION ISSUE DATE 2015 JUN 29
7. FOR SOLICITATION INFORMATION CALL:			a. NAME		b. TELEPHONE NUMBER (No collect calls)		8. OFFER DUE DATE/ LOCAL TIME
9. ISSUED BY DLA TROOP SUPPORT PACIFIC 440 FULLER WAY, BLDG 280 PEARL HARBOR HI 96860-4967 USA Local Admin: Amy Wong DAW0016 Tel: 315-474-2944 Email: Amy.Wong@dla.mil			CODE SPE302	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>100</u> % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 311991 <input type="checkbox"/> 8 (A) SIZE STANDARD:500 employees	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 15 days		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO SEE SCHEDULE			CODE	16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS: None		CODE SPE302	
17a. CONTRACTOR/OFFEROR MANSON PRODUCTS CO., INC. 1618 KALANI ST HONOLULU HI 96817-4924 USA TELEPHONE NO. 8088473338		CODE 49ZT6	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA		CODE SL4701	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$278,000.00		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE		<input type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED <u>0000-00-00</u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR 				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or Print) Allen Woo President		30c. DATE SIGNED 9-30-15		31b. NAME OF CONTRACTING OFFICER (Type or Print) Jean Ross jean.ross@dla.mil DJR0026		31c. DATE SIGNED 2015 SEP 30	

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL FINAL

COMPLETE PARTIAL FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

Part 12 Clauses

PG2
SOLICITATION / CONTRACT FORM

The terms and conditions set forth in solicitation SPE302-15-R-S004 are incorporated into subject contract. The following documents are incorporated into the subject contract. Solicitation SPE302-15-R-S004 dated June 29, 2015 and all amendments issued there under as follows:
 Amendment #0001, dated July 16, 2015
 Amendment #0002, dated July 23, 2015

PERFORMANCE PERIOD

Effective Period of the Contract:
 Base Period: September 30, 2015 – March 29, 2017
 Option Period 1: March 30, 2017 – September 29, 2018
 Option Period 2: September 30, 2018 - March 29, 2020

ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

The following chart includes the 18 month estimated dollar value and the 4.5 year estimated dollar value, along with the guaranteed minimum and maximum. The guaranteed minimum and maximum, although based on estimates, are firm dollar amount calculated as a percentage of the estimated dollar value; the minimum contract dollar value below constitutes the Government’s legal ordering obligation under the contract. The maximum contract dollar value is the legal limit of dollars that can be obligated against this contract.

The	Guaranteed Minimum for 18 Month/1.5 Year Base	1.5 Years/ 18 month estimate(Base Period)	4.5 year Estimate/54 Months (Total Including Options)	Maximum Contract Value	total
	\$278,000.00	\$2,780,979.68	\$9,000,000.00	\$18,000,000.00	

minimum contract dollar value is \$278,000.00
 The maximum contract dollar value is \$18,000,000.00

START-UP PERIOD

The Contractor’s startup period will take place prior to the first order and is included in the 18-month period of the base period. The Contractor will be granted up to a maximum of thirty-five (35) calendar days (after contract award) to have a fully functional distribution account, including all EDI transactions for all customers covered by this contract. The 35 days is not intended to be part of the 18-month period of the base period.

ORDERING CATALOGS

The following are part of Manson Products Company Inc.’s (herein known as “Manson”) offer and are hereby incorporated as part of subject contract:
 Offered delivered price to be utilized for first week of ordering. Attachment 1: Schedule of Items is attached. Distribution prices for the Base Period and for each Option Period as follows:

Distribution Price	Ships
Distribution Price (18 month base)	\$
Distribution Price (Option 1)	\$
Distribution Price (Option 2)	\$

SUPPLIES OF SERVICES AND PRICES

ITEMS: Full-line USDA Grade No. 1 or better Fresh Fruit and Vegetable (FF&V)

CUSTOMERS: Ships Customers, Oahu, in the State of Hawaii.

FOB TERMS: FOB Destination for all items.

CATALOG #: Department of Defense (DoD) Ships Customers will order under SPE302-15-D-P006. Manson will invoice in accordance with the customer's orders.

CATALOG PRICING

All catalog pricing is valid from Sunday thru Saturday. Catalog updates must be received no later than 12:00 P.M. HST the preceding Wednesday.

All pricing will be firm at the time of order.

Manson will not invoke any additional charges for emergency orders (defined as an order that is placed for same day delivery).

DELIVERIES AND PERFORMANCE

The following are the designated plant locations for the performance of this contract for all contract line items:

PLACE OF PERFORMANCE:

Manson Products Company, Inc.
1618 Kalani Street
Honolulu, HI 96817

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 discover 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 17 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.

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SUPPLIES/SERVICES

Item Description: Full line of USDA Grade No. 1 or better Fresh Fruit and Vegetable (FF&V) products to Non-Department of Defense (DoD) USDA Schools Customers, Maui, in the State of Hawaii.

RAPIDGATE

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

Please note that RapidGate is currently a requirement for access to some military bases; however, these and other locations may require enrollment in other security programs at some time in the future. In this event, the contractor is responsible for obtaining all required enrollments and clearances for each of their drivers as soon as they receive notice of such a requirement."

SOW**STATEMENT OF WORK (SCOPE)****I. INTRODUCTION**

A. DLA TROOP SUPPORT PACIFIC intends to enter into an Indefinite Delivery, Indefinite Quantity (IDIQ) contract with a commercial firm to supply a full-line of USDA No.1 or better Fresh Fruit and Vegetable (FF&V) products to Department of Defense (DoD) Ships customers, Oahu, in the State of Hawaii. Department of Defense ships include United States Ship (USS) ships and submarines, and United States Naval Ship (USNS) ships

B. This solicitation consists of DoD Ships customers. Offerors are required to offer on all items in the Schedule of Items; failure to do so may result in exclusion from award consideration.

C. This solicitation is being issued as 100% small business set-aside. It utilizes the Lowest Price Technically Acceptable Source Selection Process.

D. Any award made against this solicitation will result in a Fixed Price with Economic Price Adjustment (FP with EPA), Indefinite Delivery, Indefinite Quantity (IDIQ) contract. The IDIQ contract will provide for an indefinite quantity, within stated limits, of specific

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supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (reference FAR 16.504 (a)).

II. EFFECTIVE PERIOD OF CONTRACT

- A. The resultant contract may be for a total of 4.5 years (one [18 month] base period plus two [18 month] option periods) commencing on the effective date of the contract. The base period will include a start-up period, see (IV. Requirements).
- B. For evaluation purposes only, the base term of the resultant contract (18 Months), and the term of any option (18 Months), if exercised under the Contract, will not exceed 18 months for the option period. The total length of the contract will not exceed fifty-four (54) months.
- C. Exercising of an option is not automatic and depends upon such conditions as acceptable contractor performance in meeting contract specifications and verifying an ongoing demand for this requirement.

III. GUARANTEED MINIMUM/MAXIMUM

- A. The guaranteed minimum on the resultant contract is \$278,000 (for the base period only).
- B. The maximum ceiling on the resultant contract is \$18,000,000.

IV. REQUIREMENTS

Start-up-Period: The Contractor's startup period will take place prior to the first order and is included in the 18-month period of the base period. The Contractor will be granted up to a maximum of thirty-five (35) calendar days (after contract award) to have a fully functional distribution account, including all EDI transactions for all customers covered by this contract. The 35 calendar days are not included in the 18-month period.

V. CATALOGS

Offerors will be required to maintain electronic catalogs that list all items available to the customers covered under this solicitation. Each item in the catalog shall contain the corresponding national or local stock number, Government item description, packaging characteristics, unit of issue and unit price.

A. Catalog Maintenance

1. New Items

(a) Prior to commencement of the first order, DLA TROOP SUPPORT PACIFIC, the customer and the contractor will collaborate to identify items not found in the Schedule of Items which are to be added to the ordering catalog. Neither the contractor nor customer is permitted to add a new item to the catalog without initiating a new item request to the Contracting Officer.

(b) After ordering commencement, if a customer desires to order a Fresh Fruit and Vegetable (FF&V) item that is not part of the ordering catalog, the contractor will be allowed a maximum of twenty (20) days to source the item, obtain a stock number from DLA TROOP SUPPORT PACIFIC (if required) and add the item to the ordering catalog via an 832 catalog transaction. These items should then become a permanent part of the contractor's inventory, dependent upon availability, after the Contracting Officer's determination of fair and reasonable pricing. The contractor shall utilize the Contracting Officer provided form when requesting all item approvals (additions and/or changes). The form is mandatory and is Attachment 3.

(c) The successful awardee shall assume the responsibility of introducing new produce items to the customers, as well as showing cost effective alternatives to their current choices.

2. Catalog Pricing

(a) Schedule of Items Pricing: Items priced in the Schedule of Items (See Attachment 1) will be included in the ordering catalog following award. Schedule of Items will be determined fair and reasonable prior to award. The final proposed price for each item in the Schedule of Items will be the catalog price during the first week of customer ordering.

(b) Catalog Price Changes: Once an item is listed on the ordering catalog, the contracting officer will make on-going price reasonableness determinations. In accordance with clause Economic Price Adjustment –Actual Material Costs for Subsistence Delivered Price Business Model, contractors are permitted to submit a weekly EPA for items found on the catalog. For each item the

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contractor is requesting a price change, the contracting officer will conduct a separate price reasonableness determination. The item will be removed from the catalog until a fair and reasonable price can be determined by the Contracting Officer.

(c) Catalog Additions: Before an item is added to the catalog, contractors are required to submit to the contracting officer a request of proposed catalog additions (See Attachment 3). The request shall include the stock number, Government item description, proposed unit price and a corresponding supplier invoice or quote, and proposed distribution price. **The request is due by 9:00 AM HST on the Monday prior to inclusion of the Wednesday catalog updates.** The contracting officer will review the catalog addition request and upon determining the price fair and reasonable will contact the contractor to indicate acceptance. The contractor shall then include the item on Wednesday's catalog update. Should the proposed price fail to be determined fair and reasonable, the contracting officer will conduct negotiations with the contractor. If after negotiations the proposed pricing still cannot be determined fair and reasonable the item will not be added to the catalog.

(d) Pricing Requirements: The final negotiated contract fixed unit price for each item delivered to all customers shall be in effect for a minimum of all orders issued during the first ordering week (from Sunday at 12:01 AM through the following Saturday until midnight). The prices shall remain in effect for all subsequent ordering weeks except as otherwise adjusted IAW clause Economic Price Adjustment –Actual Material Costs for Subsistence Delivered Price Business Model (Nov 2011).

On the first week's catalog the contractor shall submit final evaluated prices as awarded using the 832 transaction unless lower market prices are available at time of award whereby the contractor shall adjust their catalog prices to provide all available lower prices to the Government. Because this award is being made as Low Price Technically Acceptable, there is no upward adjustment on the final evaluated price for the first week's catalog. For Ship customers the contractor retains the right to limit deliveries under the first week's catalog to delivery days in the first week plus the following Monday and Tuesday.

3. Rebates/Discounts and Price-Related Provisions

(a) The contractor shall employ prevailing commercial methods in the pursuit of discounts, rebates, allowances or other similar economic incentives or benefits, for the customers supported under this contract, throughout the period of performance. All NAPA discounts, food show discounts, early payment discounts (except as identified in paragraph (b) herein), and other discounts, rebates, allowances or other similar economic incentives or benefits received by the Contractor at any time during the period of performance shall be passed to the Government via a reduced catalog price. Instructions for identifying discounts, rebates, allowances or other similar economic incentives or benefits that shall be provided to the Government or retained by the contractor are set forth in the submission requirements in the Business Proposal/Pricing and in the Reports section of the Statement of Work.

(b) The contractor may retain Early Payment discounts that meet the following conditions:

- (i) the Early Payment discount is an incentive to encourage payment earlier than the normal payment due date;
- (ii) the Early Payment discount is consistent with commercial practice;
- (iii) the Early Payment discount is routinely given by the manufacturer/growers to customers other than the Contractor at the same discount rate and under the same conditions as provided to the Contractor;
- (iv) the Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DLA TROOP SUPPORT PACIFIC a lower cost or a rebate or in exchange for a higher invoice price;
- (v) the Early Payment discount is no more than 2 percent of the manufacturer/grower's invoice and the early payment is required within 10 days to obtain the discount; and
- (vi) the contractor actually made the required payment within the time period required to receive the discount.

(c) Upon request the contractor shall provide to the Government any invoices, quotes, or agreements relevant to the delivered price component for existing catalog items, for any new items being added to the catalog, and for requested price changes to existing catalog items. The contractor must include detailed payment terms on each invoice or quote used to substantiate delivered price, including any applicable discounts or rebates. If there are no payment terms associated with the document, the contractor must annotate it with "No payment terms."

(d) The Government may require the contractor to submit invoices and other documentation from all subcontractor tiers or any supplier or person in the delivered price supply chain, to substantiate all discounts, rebates, allowances or other similar economic incentives or benefits. If the Contracting Officer determines, after reviewing an invoice or other documentation, that a discount, rebate, allowance or other similar economic incentive or benefit should have been passed on to the Government, or if price verifications reveal any instance of overpricing or underpricing, the Government shall be entitled to a prospective delivered price reduction and a retroactive refund for the amount of the overcharges or discounts, rebates, allowances or other similar economic incentives or benefits, including interest and the contractor shall be entitled to a credit for any undercharges. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records relevant to the existence of discounts, rebates, allowances or other similar economic incentives or benefits, and commercial customer delivered prices. Failure to exercise this right shall not constitute a defense or alter the Government's entitlement to any other remedies by contract or by law.

VI. CUSTOMERS

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A. Adding Customers within the Oahu distribution zone.

1. Additional DoD federal government customers that request DLA TROOP SUPPORT PACIFIC Produce support will be added on to the resultant Produce Long Term Contract under this solicitation, without any new acquisition or competition process, if the customer(s) is clearly within the Oahu Distribution Zone covered by this contract.
2. In this case, the contractor shall include this customer(s) at the effective contract prices applicable to that contract zone or region.
3. The decision as to whether the new customer is clearly within the contract region or zone and will be added to the contract without further competition and at existent contract prices, shall be the sole decision of the DLA TROOP SUPPORT PACIFIC Contracting Officer.

B. Adding Customers outside the Contract Geographic Distribution Region/Zone that are not Covered by a Current Produce Long Term Contract.

1. This provision applies to the following customers:
 - (a) A new DoD federal customer that is not clearly within the contract geographic distribution region/zone and for which the contractor will not accept the customer(s) at the effective contract price,
 - (b) A customer(s) located in an area that may be considered adjacent or proximal to the geographic distribution region/zone covered by more than one contractor.
 - (c) The above instances may occur when new customers request DLA TROOP SUPPORT PACIFIC Produce support or a current Contractor is no longer able to support that proximal customer installation(s). In these latter events, the DLA TROOP SUPPORT PACIFIC will utilize this provision to expeditiously source a Contractor for the customer installation(s).

2. The customer installations described in paragraph B above, and their Produce requirements, will be added to a Contractor's contract as follows:

- (a) Complete price proposals to support the subject new customer(s), to include distribution and delivered prices, will be requested from only existing Subsistence Produce contractors that are proximal to the new customer, i.e. close in distance. Also, the Government may use any in house records.

3. The contract maximum may not be exceeded, even with the addition of a new customer(s).
4. The decision as to which contractors are proximal to the new customer and will be requested to provide a proposal to support such customer shall be the sole decision of the DLA TROOP SUPPORT PACIFIC Contracting Officer.

VII. CUSTOMER SERVICE

- A. The DoD has periodic food menu boards, and other types of meetings which the contractor may be required to attend. At these meetings, the customers not only review their internal business practices, but the offeror can utilize this forum to show new products, demonstrate produce preparation, and provide nutritional information.
- B. The contractor shall provide at least one (1) full time Customer Service representative to maintain continuous contact with all of the ordering activities. The name of the representative and the phone number, mobile phone number, beeper number, email address, or any other method of communicating with the representative, shall be furnished to the customer after award.
- C. The contractor shall assume the responsibility of introducing new food items to the customers, as well as to show cost effective alternatives to their choices.
- D. Since many of our customers only have access to the Government phone network, it is strongly preferred that a toll free number be provided.

VIII. VALUE ADDED SERVICES

Market Forecast: The contractor is required to provide the customer and the contracting officer with a weekly produce market forecast bulletin on Friday which outlines for the following week information regarding supply availability, product quality, associated growing areas, price trends, weather conditions, and handling tips.

IX. ORDERING SYSTEMS

A. Subsistence Total Order & Receipt Electronic System (STORES): DOD customers will order using the Subsistence Total Order and Receipt Electronic System (STORES) catalog. The contractor is responsible for establishing and maintaining the STORES catalog.

1. Accessed via the Internet, STORES is the Government's translator/ordering system that is capable of accepting orders from any of the Services, i.e. Army, Air Force, Navy, or Marines, individual ordering systems and translating them into an Electronic Data Interchange (EDI) format. In addition, this information is passed to DLA TROOP SUPPORT PACIFIC for the purposes of contractor payment and customer billing.

2. Customers will be able to order all of their requirements through STORES. The System will transmit orders to the contractor and DLA TROOP SUPPORT PACIFIC.

3. The awardee shall be required to interface with STORES and must be able to support the following EDI transactions:

810	Electronic Invoice
820	Payment Voucher Information
832	Catalog (Outbound - Contractor to DLA TROOP SUPPORT PACIFIC)
850	Purchase Order
861	Receipt
997	Functional Acknowledgement

Note: A complete description of these transaction sets is included in the "EDI Implementation Guidelines" can be found in the attachment or at <http://www.troopsupport.dla.mil>. Select supply chains: Select Subsistence, Select Information: Select Stores & EDI Requests.

4. The contractor shall have access to the Internet and be able to send and receive electronic mail (email).

5. Unit prices must be formatted not more than two (2) places to the right of the decimal point in all ordering catalogs.

6. The contractor is required to utilize the Government's item descriptions on all electronic ordering catalogs (832 transmissions) as well as on its invoices, delivery ticket to customer and 810 invoice transaction set.

7. The contractor will utilize the DLA TROOP SUPPORT PACIFIC invoice reconciliation process, or other such systems as may become available, to the maximum extent, towards the goal of correcting invoices early and facilitating the payment process.

8. In the event the STORES system or the contractor's interface is not operational, the contractor must provide alternate ways for the customer to order (e.g., by fax, by phone, pick up orders, etc.)

9. Contractor shall use the Order Receipt Confirmation tool in STORES to confirm receipt of all transmitted orders.

B. Public Key Infrastructure (PKI)/ External Certificate Authorities (ECA) Certificates: The Department of Defense (DoD) Public Key Infrastructure (PKI) Certificate will be required for all DoD users. A DoD PKI certificate will be required for all contractors. The requirement for PKI certificates is implemented in accordance with DoD security policy promoting secure electronic transactions.

1. Obtaining a PKI certificate:

(a) Contractors who do not work on-site at a Department of Defense facility may purchase a DoD PKI certificate from one of three External Certificate Authorities (ECAs). The ECAs are companies that provide digital certificates to DoD's industry partners who are using their own equipment or working in non – Governmental facilities. Certificate prices range from \$99 - \$115 per certificate per year, with volume discounts at some ECAs.

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

X. ORDER PLACEMENT

A. Minimum order requirement for any resultant contract is \$100.00. The \$100.00 minimum order shall be based on the aggregate total of orders to all customers located within a particular base or location. See attachment for specific delivery information for the customers.

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B. All invoice pricing will be based upon the unit price at time of order. For example, for any item ordered on a Friday to be delivered the following week, pricing will be based upon the Friday price, regardless of whether the unit price for that item changed as part of the weekly catalog update.

C. For small volume orders (less than \$8,000), ship customers shall place their orders to accommodate at a minimum a “skip day” delivery. For example, an order placed on September 1 would have a required delivery date of September 3. For large volume orders (\$8,000 and up), the lead time required for the order is 21 days. See attachment for specific delivery information for Ship customers.

XI. ITEM AVAILABILITY

A. The contractor must have access to items in sufficient quantities to fill all ordering activity requirements. All supplies shall be furnished on a “fill or kill” basis. The order must be filled in its entirety or canceled (killed). Partial shipments are acceptable if the customer is notified in advance and agrees to the partial shipments; however, the unfilled quantity is to be reported as not-in-stock (NIS). Offerors are required to have procedures for handling NIS situations. The contractor is required to stipulate timeframes in which the NIS item will be identified to the customer prior to delivery, in order that a substitute item may be requisitioned via a new order. Only substitutes of comparable description, quality, and price may be offered to the customer.

B. The contractor shall notify the customer within 24 hours of order placement of the non-availability of any item. The contractor shall offer the customer a substitute of equal or higher quality and at an equal or lower cost, or advise them of the not-in-stock position of the item. Substituted product shall not be delivered without prior consent by the customer. Substituted items must be noted as such on the invoice.

XII. PACKAGING, PACKING, LABELING AND MARKINGS

A. All packaging, labeling and packing shall be in accordance with good commercial practice. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

B. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as “KEEP REFRIGERATED” shall be used on all cases when appropriate.

C. Protection during inclement weather is required. All products that are susceptible and sensitive to temperature must be protected by any means to prevent damage.

XIII. DELIVERY INSTRUCTIONS

A. The contractor shall ensure all products are delivered in sanitary trucks that are of a commercially acceptable standard. All delivery trucks must be equipped with a lift gate to expedite the offloading of products. Trucks shall maintain proper temperatures, as determined through standard commercial practices and in accordance with the USDA Handbook Number 669, “Protecting Perishable Foods During Transport by Truck” (<http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELDEV3021003&acct=atpub>). All trucks shall be equipped with locks to avoid tampering. Deliveries shall be F.O.B. destination to all ordering activities and delivery points. All items will be delivered to customer locations, free of damage, with all packaging and packing intact. The contractor shall remove all excess pallets used for delivery from the delivery point. A listing of all the delivery points per zone can be found in the attachment 2.

B. Ship installation, Ship delivery schedules (days and times) routes and stop-off sequence will be coordinated and verified with the customers on a post award basis by the awardee(s). In general, the successful contractor can expect to make deliveries every day, Monday through Friday. Occasionally, the contractor will be required to make a delivery on the weekend. The number of customer orders per day varies greatly due to ship availability and schedule.

C. Products for individual customers must be segregated. Many of the military bases have more than one delivery point. All products shall be segregated by drop-off point and loaded into the delivery vehicle in reverse drop sequence. The intent is to provide expeditious off-loading and delivery to the customer.

D. The contractor shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.

E. Delivery times are determined at the Delivery Order level. Ship customer delivery times are spread out throughout the day due to ship availability. The contractor shall contact the customer after a Delivery Order is received to confirm actual delivery time.

XIV. INSPECTION AND ACCEPTANCE

A. Inspection and Acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). In addition, the delivery vehicles will be inspected for cleanliness and condition. Supplies transported in vehicles that are not sanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection.

B. The authorized Government receiving official at each delivery point is responsible for inspecting and accepting products as they are delivered. The delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the receiving official and truck driver. The authorized Government receiving official's signature and printed name on the delivery ticket is required for acceptance of the product.

C. The contractor shall forward two (2) copies of the delivery ticket with the shipment. The receiving official will use the delivery ticket as the receipt document. Two (2) copies of the signed and annotated delivery ticket will serve as the acceptance document. No electronic invoice may be submitted for payment until acceptance is verified. Additionally, upon completing the delivery (or deliveries) and before the carrier leaves the installation, copies of the invoices may be required to be delivered to a central "Accounting" activity on the installation.

XV. AUTHORIZED RETURNS

A. The contractor shall accept returns under the following conditions:

1. Products shipped in error.
2. Products damaged in shipment.
3. Products with concealed or latent damage.
4. Products that are recalled.
5. Products that do not meet shelf life requirements.
6. Products that do not meet the minimum quality requirements as defined for the items listed in the schedule.
7. Products delivered in unsanitary delivery vehicles.
8. Products delivered that fail to meet the minimum/maximum specified temperature.
9. Quantity excess as a result of order input error and/or purchase ratio factor error.
10. Products that are not from a sanitarily approved source.
11. Products that do not comply with DFARS 252.225-7012 Preference for Certain Domestic Commodities (Berry Amendment), if no waiver to this clause has been granted.
12. Any other condition not specified above that is deemed by the customer to be valid reasons for return.
13. No cost produce order cancellation policy:

a. Produce orders less than \$8,000. Ship customers may cancel orders less than \$8,000 with advance cancellation notice to the contractor by 12:00 p.m. local time, two (2) business days prior to scheduled delivery. The customer will be responsible for payment of the order if timely cancellation notice is not received by the contractor.

b. Produce orders greater than \$8,000. Ship customers may cancel orders greater than \$8,000 with advance cancellation notice to the contractor fourteen (14) business days prior to the scheduled delivery. The customer will be responsible for payment of the order if timely cancellation notice is not received by the contractor.

XVI. REJECTION/RETURN PROCEDURES

A. In the event an item is returned, the delivery ticket/invoice shall be annotated as to the item (s) rejected. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. On an as-needed basis, same day re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate invoice utilizing the same call number, CLIN number, and purchase order number for the discrepant line. These re-deliveries will not constitute an emergency order requirement.

B. In the event a product is rejected after initial delivery is made, the contractor will pick up the rejected product. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES. If the contractor has already been paid for the product, a claim will be issued through DLA TROOP SUPPORT PACIFIC's financial system. In all cases, one (1) copy of the credit memo is to be given to the customer and (1) copy of the credit memo is to be sent to the DLA TROOP SUPPORT PACIFIC Contracting Officer.

C. If a customer requires a one-to-one replacement, no additional paper work is necessary; the contractor delivery ticket/invoice will show that product is a replacement for a rejected item. The invoice shall reference the call number, CLIN number, and Purchase Order Number of the originally ordered product.

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It is a requirement of this solicitation that product shall be inspected upon receipt as promptly as practicable. However, failure to promptly inspect or accept supplies shall not relieve the contractor from responsibility, nor impose liability on any of the customers, for nonconforming supplies. See clause 52.212-4, paragraph (o) and addendum to clause 52.212-4, paragraph 1.

XVII. INVOICING

A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Two (2) copies (an original plus one) shall accompany the shipment. The customer shall print their first and last name and sign all copies of the invoice/delivery ticket, keep one (1) copy and return the Original copy to the contractor. Any changes must be made on the face of the delivery ticket/invoice; attachments are not acceptable.

B. No paper invoices shall be submitted to DFAS for payment. For all orders placed via STORES and sent via EDI transaction set 850, invoicing for payment is to be filed electronically using EDI transaction set 810 (see <http://www.troopsupport.dla.mil>, Select supply chains: Select Subsistence, Select Information: Select Stores & EDI Requests for EDI guidelines).

C. All invoices submitted by the contractor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to its submission. All contractors are required to ensure the accuracy of their invoices; the reconciliation tool provides you that medium.

D. All internal debit/credit transactions must be completed prior to the submission of the invoice. Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The contractor will be responsible for correction and re-submission.

E. The same invoice cannot be submitted with different dollar amounts.

F. The 810 invoices do not go through a testing phase. The contractor immediately begin sending their invoices in once they have successfully sent their first 850 purchase order.

G. Any manually keyed, or emergency order, must contain the word "Emergency" in the Purchase Order field when the invoice is submitted for payment. In addition, the CALL number and CLIN numbers will be entered as "9999" on the invoice. Failure to follow this procedure may result in the rejection of your invoice.

H. For catch weight items, standard rounding methods must be observed i.e. <5, rounded down; > or =5, rounded up. All weights must be rounded to whole pounds using standard rounding methods. Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the contractor. Note: Currently, no catch weight items apply to this solicitation. This does not preclude the possibility that catch weight items may be added in the future for certain items.

I. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. STORES will not accommodate positions of three (3) and above beyond the decimal point.

J. Although invoices must be submitted electronically via an 810 Electronic Invoice, the following address must appear in the "Bill To" or "Payment Will Be Made By" block of the contractor's invoice.

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

K. Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

Contract Number
Call or Delivery Order Number
Purchase Order Number;
DODAAC
Contract line listed in numeric sequence (also referred to as CLIN order);
Item nomenclature;
LSN or NSN;
Quantity purchased per item in DLA TROOP SUPPORT PACIFIC's unit of issue;
Total dollar value on each invoice (reflecting changes to the shipment, if applicable).

L. Invoice transactions may be submitted to DLA TROOP SUPPORT PACIFIC daily. All internal debit/credit transactions must be completed prior to the submission of the invoice. Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The contractor will be responsible for correction and re-submission.

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M. Contractor Reconciliation Tool - in an effort to improve the payment process, contractors have the ability to view what the customer has or has not receipted, via the DLA TROOP SUPPORT PACIFIC STORES website
https://www.stores.dla.mil/stores_web/default.aspx

The contractor will have access to "un-reconciled" information, i.e., the invoice does not match the receipt because of the quantity price discrepancy, or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the website by the contractor. While the contractor will not have the capability to update customer receipt information, update capability will be available for un-reconciled invoice information for approximately thirty days (30) days. It is the contractor's responsibility to ensure accurate invoices. This tool has been developed as an additional means for your internal accounting process.

XVIII. PRICE AUDITS

A. Price Verification Audits. Contractors are advised that the Government may conduct price verification analysis in the following manner:

1. Monthly, an internal Price Verification Team in conjunction with the Contracting Officer may require the contractor to provide copies of specific invoices from suppliers covering up to 100 items that were previously ordered.
 2. The Price Verification Team will request the above documentation in writing and the contractor will have thirty (30) days after the request to furnish the documentation.
 3. A report of overcharges and undercharges (if applicable) will be forwarded to the contractor, and the contractor will pay the Government for the net amount owed for overcharges. The Government reserves all rights and remedies provided by law or under the contract in addition to recovering any overcharges.
 4. The Government may elect to expand the scope of the price verification analysis if overcharges are discovered. The Government may also elect to reduce the scope of the price verification analysis if no overcharges are discovered.
- B. The Government reserves the right to conduct additional price audits to verify price accuracy and recoup overcharges. In such instances, contractors will be required to submit invoices and any other supporting price documentation.
- C. 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.

XIX. FILL RATE

A. Order fill rates shall be calculated on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Account Manager. The fill rate shall be calculated as follows and shall not include substitutions, mis-picks, damaged cases or rejected product (No other method of calculating fill rate will be accepted):

Cases Accepted X 100 = Fill Rate %
Cases Ordered

B. Definitions:

1. Cases Accepted: Product that the customer has received and receipted not including damaged cases or rejected product, mis-picks, and product substitutions.
 2. Cases Ordered: Product requested by a customer
- C. The contractor is required to maintain at a minimum a 98.0% fill-rate without substitutions.
- D. The contractor will submit a monthly report, by customer, to the DLA TROOP SUPPORT PACIFIC Contracting Officer with the following information:
1. Fill Rate with and without Substitution
 2. List of all items that were Not in Stock, Returned, Damaged, Mis-picks and Substitutions.

XX. HOLIDAYS

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

- | | |
|-------------------------------|------------------|
| New Year's Day | Labor Day |
| Martin Luther King's Birthday | Columbus Day |
| President's Day | Veteran's Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

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

XXI. SURGE AND SUSTAINMENT (S&S) REQUIREMENTS

- A. This solicitation/contract includes items that are critical to support the Department of Defense's ability to conduct contingency operations. The objective of this Surge and Sustainment (S&S) requirement is to obtain contractual coverage to meet the S&S quantities and sustainable accelerated delivery in support of Department of Defense (DOD) contingencies and/or emergency peacetime requirements.
- B. Surge and sustainment capability means the ability of the supplier to meet the increased quantity and/or accelerated delivery requirements, using production and/or supplier base capabilities, in support of Department of Defense (DOD) contingencies and/or emergency peacetime requirements. This capability includes both the ability to ramp-up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations.
- C. Surge requirements may include supporting base exercises such as the Rim of the Pacific (RIMPAC) currently held every two years (even numbered years, i.e, 2014, 2016, 2018) by the Commander, U.S. Pacific Fleet (PACFLT). RIMPAC is the world's largest international maritime exercise that takes place in and around the Hawaiian Islands around June to July time frame. The contractor is required to support quantity surges associated with the RIMPAC exercise (historically and approximately, 1%-30% increase above normal levels).
- D. The contractor shall support S&S requirements to the maximum extent practical. The Government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the contractor of the responsibility to satisfy non-S&S requirements.
- E. The maximum ceiling on the resultant contract reflects/accounts for these S&S requirements.

XXII. FOOD DEFENSE

- A. DLA TROOP SUPPORT PACIFIC Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA TROOP SUPPORT PACIFIC to take steps to ensure measures are taken to prevent the deliberate tampering and contamination of subsistence items. The offeror must ensure that products and/or packaging have not been tampered with or contaminated throughout the growing, storage, and delivery process. The offeror must immediately inform DLA TROOP SUPPORT PACIFIC Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies.
- B. As the holder of a contract with the Department of Defense, the awardees should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardees to take all necessary actions to secure product delivered to all military customers, as well as any applicable commercial destinations.
- C. The Offeror will insure that all products and/or packaging have not been tampered or contaminated throughout the manufacturing, storage and delivery process. The Offeror shall immediately notify the DLA TROOP SUPPORT PACIFIC Subsistence Contracting Officer of any attempt or suspected attempt by any party or parties, known or unknown, to tampering with or contaminate subsistence supplies.
- D. The Contractor shall have a Food Defense Plan, in accordance with the Food Defense Checklist http://www.troopsupport.dla.mil/subs/fs_check.pdf that describes what procedures are in place to prevent product tampering and contamination. After contract award, the Food Defense Plan may be reviewed / verified to ensure compliance of the Food Defense Checklist.

XXIII. PRODUCT QUALITY

A. Shelf-life: All products delivered shall be as fresh as possible and within the Growers/Packers' original shelf life (i.e., Best if Used-by-Date, Expiration Date, or other markings). Applicable products shall be identified with readable open code such as "Best-Used-by-Date", "Sell-by-Date", date of production, or similar marking indicating the end of the guaranteed freshness date.

1. For Annual Pack Processed Fruits and Vegetable Items (not Applicable to fresh fruits and vegetables): Products will be from the latest seasonal pack available, unless approved in advance by the Contracting Officer. Annual Pack items shall not be older than one year from Date of Pack/Production Date upon receipt at the contractor's facility. Products must have at least 30 days shelf life remaining when delivered to the customer, unless otherwise approved by the Contracting Officer.

2. For Fresh-Cut Fresh Fruits and Vegetables/Ready-to-Eat Salads/Cole Slaw, etc.: Individual bags/containers must be marked with a 14-day shelf life from the date of production. All products must be received by the customer with at least 50% of recommended shelf life remaining. If the manufacturer recommended shelf life is less than 14 days, the Contracting Officer must be notified in advance and approve shelf life. Any deviation from these requirements must be approved prior to customer delivery, in writing, by the Contracting Officer.

B. Testing of Fresh-Cut Products:

1. Fresh-Sliced Apples: Each lot or daily production of finished bagged product must be tested for Total Aerobic (Standard) Plate Count (TPC), E.coli, Listeria, Salmonella, and Shigella. The antioxidant solution used on apples slices must be tested for TPC, E.coli, and Listeria Monocytogens daily.

2. Baby-Cut and Peeled Carrots: Each lot or daily production of finished bagged product must be tested for E.coli, Listeria Monocytogens, Salmonella, and Coagulase Positive Staph Aureus.

C. Commercial standards shall be used to maintain temperatures appropriate for individual produce items during storage and delivery to DLA TROOP SUPPORT PACIFIC customers.

1. Level of Product Quality:

(a) When designating an item as a match for the DOD item in the schedule of items listed in the solicitation, the item must be:

- (i) Identical in respect to packaging when the DOD unit of issue is not described by weights (e.g. pound or ounce).
- (ii) Equivalent in respect to grade or fabrication.

XXIV. QUALITY PROGRAM

A. A Grower/Supplier selection or certification program shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of grower/supplier. The product quality shall be equal to that described in the pertinent item specification and/or specified US Grade Standard.

B. The contractor shall develop and maintain a quality program for the product acquisition, warehousing and distribution to assure the following:

1. Standardized product quality.
2. Wholesome product by veterinary standards.
3. The usage of First-In, First-Out (FIFO) principles and/or First-Expired, First-Out (FEFO).
4. Product shelf life managed and monitored (by date of pack/production of the item).
5. Items are free of damage.
6. Items are segregated in OCONUS warehouses from commercial products, if applicable.
7. Correct items and quantities are selected and delivered.
8. Ensure requirements of the Berry Amendment are met, when applicable.
9. Customer satisfaction is monitored.
10. Product discrepancies and complaints are resolved and corrective action is initiated.
11. Grower/manufacturer, FDA, or DOD initiated food recalls are promptly reported to customers and DLA TROOP SUPPORT PACIFIC Contracting Officer.
12. Compliance with EPA and OSHA requirements.
13. Distressed or salvaged items or products shall not be used.
14. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement and/or listed in the USDA-AMS Good Agricultural Practices (GAP) Verification Directory or the USDA-AMS Good

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Handling Practices (GHP) Verification Directory for fresh fruits and vegetables, as applicable. Bulk Fresh fruits and vegetables suppliers must be inspected and listed under the USDA-AMS GAP and/or the GHP Directory.

15. Hazard Analysis and Critical Control Point (HAACP), if applicable.
16. Commercial standards are used to maintain temperatures appropriate for individual items.

XXV. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

The shall develop and maintain a sanitation program and a stored product pest management program for the food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, Part 110, Good Manufacturing Practices (GMPs), Food Safety Modernization Act (FSMA), the Federal Insecticide, Fungicide, and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as other pertinent US federal, state and local laws and regulations (and other applicable laws n US Territories and other countries where facility is located) applicable to products and facility. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request. Any findings by the firm or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action.

XXVI. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

Applicable food products (food products include bulk fresh fruits and vegetables), including pre-cut and packaged fruits, vegetables and salads, mushrooms, sprouts, etc., delivered to customers listed in this solicitation, as well as any customer added at a later date, shall originate either from an establishment (this includes suppliers/subcontractors or direct farm deliveries) listed in the "Directory of Sanitarily Approved Establishments for Armed Forces Procurements" or one which has been inspected under the guidance of the United States Department of Agriculture (USDA). The USDA Guidance for fresh fruits and vegetables is the USDA-AMS Good Agricultural Practices (GAP) Verification Directory or the USDA-AMS Good Handling Practices (GHP) Verification Directory for fresh fruits and vegetables, as applicable. Bulk Fresh fruits and vegetables suppliers must be inspected and listed under the USDA-AMS GAP and/or the GHP Directory. For detailed information see Clause 52.246.9044 "Sanitary Conditions" in this solicitation. It may also be found <http://phc.amedd.army.mil/Pages/default.aspx>, under "DoD Approved Food Sources" link.

B. Processed Fresh Fruit and Vegetable products shall be purchased from, or performed by, companies with USDA Hazard Analysis & Critical Control Points (HACCP) certification. Additionally, these produce processing companies shall be approved by the US Army Public Health Command (USAPHC).

XXVII. QUALITY SYSTEMS MANAGEMENT VISITS & PRODUCE QUALITY AUDITS

A. Unannounced Quality Systems Managements Visits (QSMVs):

1. The DLA TROOP SUPPORT PACIFIC Quality Audit personnel may conduct unannounced Quality Systems Management Visits (QSMVs) to review the contractor's compliance with the terms of the contract. The visits will be scheduled as a result of unsatisfactory ratings received during Troop Support Produce Quality Audits, customers' complaints, requests from the Contracting Officer, or as deemed necessary by the Government. QSMVs may include visits to subcontractors, growers, and/or suppliers/food distributors used by the contractor. If DLA TROOP SUPPORT PACIFIC deems it necessary to conduct an on-site visit with a subcontractor, grower, produce supplier, and/or food distributor used by the contractor, the contractor shall make arrangements for these visits.

2. During the QSMV the Government will review/verify the contractor's implemented Quality Program and several or all of the following areas (this list is not inclusive) as deemed necessary: The methods and procedures used to comply with the terms of the contract; condition of storage facilities; product shelf-life management; inventory in-stock (age of product and condition, labeling, product rotation, etc.); product substitutions; control of material targeted for destruction/disposal as a result of DLA customers' returns including DLA TROOP SUPPORT PACIFIC's audit results and recalls; review of paperwork for product destroyed/condemned including but not limited to product rated Blue/Red during the last DLA TROOP SUPPORT PACIFIC audit, customer, returns, etc.; customer's notification on product recalls (product rated Blue/Red/other reason), etc; contractor's response to customer returns/issues, and contractor's visits to customers. The QSMV may also include unannounced visits to DLA TROOP SUPPORT PACIFIC customers served by the contractor. When the Troop Support Produce Quality Audit Team arrives at the contractor's facility, the contractor must provide the following: A copy of the current Produce Catalog for DLA customers and an inventory list of all items intended for DLA customers (identifying quantities by item, label/brand/Grower name, items Not-in-Stock, etc.) by commodity and sorted by warehouse location.

3. The contractor's proposal will be incorporated by reference into the contract. The contractor will be responsible for complying with its proposal. Procedures and processes set forth in the contractor's proposal may be used as standards for a QSMV. If there is any conflict between the solicitation language and the contractor's proposal, the solicitation/contract/ language governs.

4. The Contractor must take corrective action to address any concerns identified as a result of the QSMV. Concerns identified during the QSMV, or contractor failure to take corrective action in response to QSMV findings, will be grounds for terminating the contract. The government may, at its discretion, take other action to correct the concerns identified during the QSMV such as but not limited to

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another QSMV or Special Produce Audit. Such action will not eliminate the government's right to terminate the contract should the identified concerns or contractor failure to take corrective action continue.

B. Produce Quality Audits:

1. Basic Audits:

(a) The DLA TROOP SUPPORT PACIFIC Produce Quality Audit Program covers all produce items listed in the contractor's catalog (fresh, fruits and vegetables, fresh-cut products, etc.) and functions as a Service and Quality Assurance check for DLA TROOP SUPPORT PACIFIC customers to ensure customers are receiving safe produce of an optimum quality level. The audit objectives focus on the following:

1. Contractor's adherence to contractual requirements.
2. Compliance with the specified US Grade or higher.
3. The quality level of the products supplied is satisfactory and uniform.
4. There is no product misrepresentation or unapproved substitution.

(b) The Produce Quality Audit objectives are accomplished utilizing the expertise of the US. USDA Agricultural Marketing Service (AMS) Fresh Products Branch personnel and DLA TROOP SUPPORT PACIFIC Quality Auditors. Representatives from the above agencies form the DLA TROOP SUPPORT PACIFIC Produce Quality Audit Team.

(c) Each contractor will undergo an initial audit once per contract period with the first audit occurring during the base period and other initial audits or QSMVs occurring once per option period. The Audits are conducted as a product cutting. The average cost of one Produce Quality Audit is approximately \$1,000.00 (product cost only). The contractor is expected to provide samples of the Government's choice of a cost of approximately \$1,000.00 per audit. The contractor is required to provide the following support to the DLA TROOP SUPPORT PACIFIC Produce Quality Audit Team: Personnel and equipment to select separate/move/discard audit samples, control of samples while at the contractor facility and during the audit. Additional cost may be incurred by the contractor if additional produce samples are selected due to initial audit failure or customer complaint or if the contractor's facility does not have a facility/kitchen or the equipment needed to perform the audit and/or space to accommodate customers attending the audit. NOTE: The Government reserves the right to conduct an Unannounced QSMV in lieu of an initial audit or a follow-up audit during the base period and/or any option period if deemed in the best interest of the Government.

2. Audit Process:

(a) The Contractor will be given advanced notice of sixty (60) calendar days of an impending audit. Notwithstanding this, the Government reserves the right to conduct unannounced Produce Quality Audits or QSMVs.

(b) The DLA TROOP SUPPORT PACIFIC Produce Quality Audit is typically a two (2) day process. Day one is devoted to sample selection at the contractor's warehouse and performance of the USDA's Good Agricultural Practices (GAP) & Good Handling Practices (GHP) Audits. Day two encompass the performance of the actual Produce Quality audit.

(c) Upon arrival at the contractor's facility (Day One), the Lead Auditor will provide a list of items identified for evaluation and the samples will be selected by a USDA-AMS' Auditor. The Lead Auditor will accompany the USDA-AMS during the performance of the GAP/GHP Audits.

(d) Items selected for evaluation will be segregated from the contractor's regular inventory and appropriate procedures shall be used to maintain the integrity of the samples. Evidence that the contractor has replaced or tampered with samples, or otherwise interfered with the audit samples and/or audit process will result in the contractor failing the audit. One or more audit failures may be grounds for terminating the contract.

(e) During the Produce Quality Audit (Days Two), the DLA TROOP SUPPORT PACIFIC Lead Auditor will assign an item rating based on compliance with or departure from stated requirements in the DLA TROOP SUPPORT PACIFIC NSN catalog and the specified US Grade Standard. Items will also be audited to determine compliance with the Berry Amendment, as applicable, approved source requirements, FDA Retail Food Code, USDA Warehousing Standards, Good Manufacturing Practice, additional provisions of the Code of Federal Regulations and other applicable standards.

(f) Failure to meet the specified US Grade, deviations from the required contract or stock number requirements will be color coded and classified based on the severity of departure from requirements as follows:

1. Contractor Product Audit Ratings (Color Code Ratings Symbology):

a. ACCEPTABLE (GREEN) = Acceptable. No deviations from the contract or the item description stock number requirements.

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b. **MINOR NONCONFORMANCE (YELLOW)** = Not fully acceptable. A Minor nonconformance is a deviation from the contract or the item description stock number requirements. This minor nonconformance is not likely to materially reduce the usability or serviceability of the item for its intended purpose and, depending on the defect, or affect its condition and/or the continued storage of the item for further use. Products that meet the specified US Grade but exhibit product defects (decay, spoilage, skin breakdown, etc.) likely to continue affecting the condition of the product and continue deteriorating during storage and/or effecting good product if defective units are not removed from cases/containers. Examples of other minor nonconformance's: Cataloging issues; Minor or workmanship/fabrication violations (fresh pre-cut products); Minor weight violations; Minor deviations from packing, packaging, labeling and marking requirements that would not necessitate a regulatory market suspension or affect DLA TROOP SUPPORT PACIFIC's ability to recall the item. **ACTION REQUIRED:** Produce with defects (decay, spoilage, skin breakdown etc.) that will continue deteriorating or condition/defects that will affect the condition of good product during storage requires attention from the contractor such as reworking and removing defective product while in-storage or prior to delivering to customers. Minor nonconformance's that will not change or further deteriorate (scars, size, weight, etc.) while product is in-storage or when delivered to the customer may be tolerated by the customer for a short period of time (until the contractor receives a new product at OCONUS but for no more than 30 days at CONUS locations).

c. **MAJOR NONCONFORMANCE (BLUE)** = A major nonconformance, other than critical, is a deviation from the contract, the item description stock number and/or failure to meet the specified US Grade requirements. This major nonconformance is a deviation that materially affects or is likely to have a major effect on the serviceability, usability, condition and/or continued storage of an item for further use. Examples of major nonconformance's: Grade failures; Domestic source/regulatory/approved source violations; Wrong item; Major workmanship/fabrication violations (pre-cut items); Major weight violations; Item shelf life/ expiration date violations; Not latest season pack/crop year violations; Items that exhibit temperature abuse, and/or other off condition that although not likely to result in hazardous or unsafe conditions, the defect and/or combination of defects materially affect the item serviceability for its intended purpose; and/or major deviations from packing, packaging, labeling and markings that would necessitate a regulatory market suspension or have a major effect on DLA TROOP SUPPORT PACIFIC 's ability to recall the product. **ACTION REQUIRED:** The contractor is required to STOP ISSUE of the item immediately, unless otherwise approved by the Contracting Officer.

d. **CRITICAL NONCONFORMANCE (RED)** = A critical nonconformance is a deviation that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. An item will receive a Red Rating if it contains a critical defect(s) that involve food safety issues such as wholesomeness, foreign material, contamination or adulteration issues that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. Examples of critical nonconformance's: Items with food safety concerns are those items that exhibit contamination, foreign material, and/or other conditions that render an item unfit for human consumption. **ACTION REQUIRED:** Contractors are required to immediately STOP ISSUE of the product and notify DLA TROOP SUPPORT PACIFIC customers to return or dispose of the product in question, and notify grower/supplier/distributor of the product (if applicable).

2. Notes:

a. **MAJOR NONCONFORMANCE (BLUE)** = In OCONUS locations only, the Contracting Officer may approve continue issue of the product because of location extenuating circumstances and on a case-by-case basis. This approval is depending on the type and severity of the deviation/defect, the DLA TROOP SUPPORT PACIFIC Quality Lead Auditor (lead Auditor that performed the audit) recommendation, customer approval, and if the substitute of equal/higher quality is Not-in-Stock at OCONUS location. Continued issue of the item may require and include contractor screening/rework of the nonconforming product (removal of defective product) and follow-up Government inspection/audit to verify action taken by the contractor (at no cost to the Government for inspection/travel costs). At CONUS/OCONUS locations, only the Contracting Officer, NOT the customer or the Lead Auditor, has the authority to accept wrong items (not meeting item description cited in DLA TROOP SUPPORT PACIFIC catalog or not meeting the specified US Grade cited in the contract, etc.). The Rating assigned to the item WILL NOT be changed by the Lead Auditor because of acceptance with a waiver/rework/repair of the product in question. The DLA TROOP SUPPORT PACIFIC Food Safety Office at the request of the Contracting Officer, may issue a restricted (to DLA TROOP SUPPORT PACIFIC customers only) a Hazardous Food Recall for all those items originating from an unapproved source and distributed to DLA TROOP SUPPORT PACIFIC customers.

b. **CRITICAL NONCONFORMANCE (RED)** = The DLA TROOP SUPPORT PACIFIC Food Safety Office will issue a Hazardous Food Recall for all critical nonconformance's involving items with food safety concerns that render an item unfit for human consumption or may present a health hazard for DLA TROOP SUPPORT PACIFIC customers . If applicable, the Contracting Officer should suggest growers/suppliers of the item to review shipping documents to ensure the same item was not delivered to other DOD customers.

3. Contractor Audit Preparation:

(a) The contractor is responsible and will bear all costs for the facility and the equipment/supplies used during the audit. Immediately upon receipt of the audit notification, the contractor shall make arrangements to use their normal product cutting room/kitchen (if adequate) or find another facility for the audit. If there is no space available at the contractor facility or the space is inadequate other

arrangements must be made by the contractor. The room must be equipped with running water. To ensure accurate weight of audited items, it is highly recommended that scales used during the audit are calibrated within the 60-day notification period and an applicable set of test weights are available to verify scale accuracy. A digital scale capable of weighing small items and a scale capable of weighing full cases are required. Cleanup of the cutting area/room and continuous cleanup of equipment will be the contractor's responsibility. The contractor must contact the Lead Auditor to discuss the location, adequacy of the facility, and equipment available as soon as possible but no later than 45 Calendar days prior to the audit. The following is the list of equipment/supplies needed:

1. Storage area to store samples selected. (Approximately 2 pallets).
2. Chill storage area for samples that require refrigeration (Approximately 2 pallets).
3. Tables for conducting the audit and demonstration.
4. Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment.
5. Water jet spray attachment for the sink.
6. Calibrated Scales/Test Weights: One small digital scale able to record product weights in both ounces and grams and capable of measuring down to the nearest hundredth is preferable and a set of test weights with a recommended weight range of 1.0 ounce to 1 pound; and, one scale able to record product weights for full cases with an approximate weight range of 0 -100 lb and capable of measuring down to the nearest tenth is preferable and a 25 lbs test weight.
7. Cart to move samples around.
8. Cutting boards (two or three).
9. Large trash cans with bags.
10. Power hook-up for 2 computers.
11. Access to a copy machine.
12. Miscellaneous supplies: Paper towels; large heavy-duty plastic trash bags; one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape; binder clips; and a stapler.
13. Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.

4. Sample List / Selection of Samples:

(a) Sample List/Selection of Samples the DLA TROOP SUPPORT PACIFIC Lead Auditor will provide a list of sample items upon arrival at the contractor's facility. Two-case sample for each item will be selected. An on-hand inventory quantity report (i.e. number of cases on hand) should be developed for each item after receipt of the list. Warehousing assistance will be required to pull and prepare samples for the audit. Assistance with moving samples from the storage areas to the audit area and also continuous removal of items after review will be required on audit days. Some samples may require refrigeration; an area will need to be provided for sample storage. All samples must be stored in a controlled environment to protect from temperature abuse or tampering. Fruit and Vegetable commodities will consist of 8 - 13 samples (2-case/ shipping container per item) randomly selected per each commodity depending on last audit acceptability rating for each commodity. The entire contents of the two-case samples will be examined during the audit. Additional samples may be selected at the request of the Contracting Officer due to customer complaints.

Note: Certification/Documentation - To avoid delays/questions during the audit, the contractor should ensure that ALL products intended for DLA TROOP SUPPORT PACIFIC's customers are derived from Approved Sources and meet the Berry Amendment requirements (unless otherwise is excluded in the contract/FAR/DFAR or authorized by the Contracting Officer). The contractor should obtain and have certification/documentation available during the sample selection (preferable) and/or during the audit should the Lead Auditor need to review documentation to verify compliance.

5. Audit Results:

(a)The audit results are performance indicators that will be used in conjunction with a contractor's past performance. DLA TROOP SUPPORT PACIFIC considers 85% acceptability for each commodity (fresh fruits and vegetables) as the minimum standard for acceptable performance. Contractors will be given a detailed report on each product reviewed. It will be the Contractor's responsibility to take immediate action to correct any deficiency uncovered during the audit. Corrective action must include action to address the deficiency and the system which allowed the deficiency to occur. Audit failures and/or failure to take corrective action will be grounds for terminating the contract.

6. Follow-Up Audits:

(a)Follow up audits may be scheduled within a one-year period of the initial audit or sooner as deemed necessary by the Government. Grounds for follow-up audits include but are not limited to failure to obtain an acceptable rating (<85%) in the Fresh Fruit & Vegetable Commodity, repetitive failures, and customer complaints. All samples, audit facility, and equipment/supplies needed for the follow-up, same as indicated above for the initial audit, are to be at the expense of the Contractor. During a follow-up audit only the commodity that failed the initial audit (scored <85%) will be audited. Also, a commodity that had an unreasonable number of items not-in-stock (more than 50% of items listed in the contractor's catalog were NIS) during the initial audit, may also be audited during a follow-up. If

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the follow-up audit is for failure of the USDA-AMS' GAP or GHP Audits or other non-product issue, no product will be audited during the follow-up audit.

7. Audit Failures:

(a) As noted herein, audit failures and/or failure to take corrective action will be grounds for terminating the contract. The government may, at its discretion, take other action to address the audit failure such as, but not limited to unannounced QSMVs and/or follow-up audits. Such action will not eliminate the government's right to terminate the contract should the deficiency or system which allowed the deficiency to occur remain uncorrected.

C. Markings:

1. Code Dates:

(a) Products, as applicable, shall be identified with readable open code dates clearly showing the Use by Date, Date of Pack (DOP), Expiration Date, Manufacturer Sell-by-Date, and/or similar marking. The contractor/packer's product label shall clearly identify the item(s) shelf life information (using an open code date on the exterior of each case, if required or applicable). Fresh-cut products bags must be marked with the appropriate shelf life from the Date of Production (DOP).

2. Traceability Requirements for Contractors, Contractor's Suppliers Re-Packaging and Re-Labeling Products:

(a) All fresh fruits and vegetables must be able to be traced back to the grower/supplier of the product. If the contractor or the contractor's distributor/supplier removes the produce from the grower/packer's original packaging/shipping container and re-packages/re-labels an item, documentation must be maintained to trace back to the grower/packer to verify domestic origin, approved source as applicable, and/or in case of a hazardous food recall or an item is rated Red/Critical during a DLA TROOP SUPPORT PACIFIC Produce Quality Audit. The contractor shall maintain or request from their suppliers/distributors documentation/certificates containing the following information: Item nomenclature, name of establishment/Grower, location, country of origin, date of production/pack (DOP), lot number, etc. If packaging of the item occurred in more than one establishment, documentation for each item must also be maintained / provided. These records must maintain traceability of the item to the extent that an item can be traced back to the original grower/packer of a product. In addition; the contractor shall maintain records of quantities and when and where the re-packaged/re-labeled item(s) were shipped. The contractor must be able to show/provide DLA TROOP SUPPORT PACIFIC Produce Quality Audit Team the documentation for samples selected during Produce Quality Audits or Unannounced QSMVs. It is the contractor's responsibility to notify and ensure their suppliers understand and comply with this requirement. The above requirements are necessary in the event of a Hazardous Food Recall (i.e., ALFOODACT) of potentially hazardous product when a recall is issued by a Regulatory Agency and for the contractor to isolate suspected items in order to notify customers in an expeditious manner whenever products are rated "Red/Critical" during a DLA TROOP SUPPORT PACIFIC Produce Quality Audit. The above requirements serve two main purposes:

1. To protect DLA TROOP SUPPORT PACIFIC's customers and expeditiously notify them in case of accidental or intentional tempering/contamination and/or to prevent consumption of unsafe/hazardous Produce and

2. To maintain traceability of re-packaged/re-labeled products in order to verify country of origin, approved source requirement during the shelf life cycle of a pre-cut/packaged product in the contractor storage and during the customer's receipt/storage of the product and be able to expedite the recall process for all suspected products intended for DLA TROOP SUPPORT PACIFIC customers.

XXIX. RECALL PROCEDURES REQUIREMENTS

A. In the event that a product recall is initiated by the USDA, contractor, supplier or manufacturer, the contractor should follow the procedures as outlined below:

1. Immediately notify the following personnel:

- (a) Customers that have received the recalled product.
- (b) DLA TROOP SUPPORT PACIFIC Contracting Officer.

2. Provide the following information to the DLA TROOP SUPPORT PACIFIC Contracting Officer:

- (a) Reason for recall.
- (b) Level of recall, i.e., Type I, II or III.
- (c) Description of product.
- (d) Amount of product.
- (e) List of customers that have received product.

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(f) Name and phone number of responsible person (Recall Coordinator).

3. The contractor should provide a Final Status Report of Recall, when completed, to the DLA TROOP SUPPORT PACIFIC Contracting Officer.

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

XXX. PERISHABLE AGRICULTURAL COMMODITIES ACT (PACA) LICENSE

All offerors must possess and maintain a valid PACA license throughout the life of contract. Failure to do so will make offeror ineligible for award and may result in termination of contract or non-renewal of an option.

XXXI. NON-COMPETE PROVISION

The offeror warrants that it will not actively promote, encourage, or market any of the customers on this acquisition away from a resultant DLA TROOP SUPPORT PACIFIC contract and onto a contract of any other Government agency or commercial entity. This prohibition applies both on a pre-award and post-award basis. The Contracting Officer reserves the right not to exercise the option and to re-solicit the requirement should the contractor violate this provision.

XXXII. SEASONAL ACQUISITION

When seasonally available, USDA #1 or better quality and competitive price, the government's preference is for locally grown produce. The successful contractor shall utilize local produce to the maximum extent feasible. The contractor shall record and update local items on their catalog on a weekly basis. The contractor is responsible for defining local produce in their geographical area.

XXXIII. MANAGEMENT REPORTS

A. The contractor shall electronically transmit the following reports to the DLA TROOP SUPPORT PACIFIC Contracting Officer on a monthly basis. All reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month (e.g., reporting period of January 1 through January 31, the reports must be received by February 7).

1. Product Line Grower/Supplier Listing: This report shall list all items purchased along with quantity and dollar value. It shall be sorted by Grower/Supplier and annotate whether the grower/supplier is a large business or small business and whether the grower/supplier is local or non-local.

2. Fill Rate Report: The fill-rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. No other method of calculating fill rates should be included. Mis-picks and damaged cases or rejected product should not be included in this calculation. This report should reflect the fill-rates with and without substitutions. The report should specify fill rates per customer and an overall average fill-rate for all customers under the contract for the month being reported.

3. Rebate Reports: All rebates that have been passed along to the customer or that are due to the customers shall be summarized by listing each customer and the rebate amount. Also include the grower/supplier offering the rebate and the product usage. The total should be per customer and per order.

4. Financial Status Reports: In order to track timely payments, an accounts receivable and/or a "days of outstanding sales" shall be submitted on a monthly basis, at a minimum. Many contractors elect to submit this report, in the form of a spreadsheet, on a weekly basis. The report should contain information on: customer, invoice number, call number, and invoice amount, amount paid, credit adjustments and balance due. It is suggested that this report contain as much information as possible to alleviate problems immediately.

5. Customer Service Report: The Contractor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from ordering activities and the respective resolutions by providing details of each customer service incident, including any customer service visits.

6. Descending Dollar Value Report: Sorted by line item; each line is to contain, at a minimum: DLA TROOP SUPPORT PACIFIC stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be totaled. This report shall be submitted by individual customer accounts and also by the total customer base in each zone.

XXXIV. CONTRACT ADMINISTRATION INFORMATION

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A. Contract Authority: The DLA TROOP SUPPORT PACIFIC Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA TROOP SUPPORT PACIFIC Contracting Officer.

1. In the event the contractor effects any change at the direction of any person other than the DLA TROOP SUPPORT PACIFIC Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made. The Contracting Officer must authorize any modification or costs associated with a change.

2. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DLA TROOP SUPPORT PACIFIC Contracting Officer.

B. Payments: DFAS Columbus Center is the payment office for this acquisition.

1. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of Clause 52.212-4 "Contract Terms and Conditions - Commercial Items" that is incorporated by reference into this solicitation.

2. Payment will be made in ten (10) days after the receipt of a proper invoice, however, is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). All 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.

3. The contractor is responsible to make arrangements with their financial institution to obtain data, if information by the contractor is required. DFAS Columbus will no longer forward a detailed summary of payment(s); this information will only be available from your bank.

4. The Government intends to make payments under the resultant contract by electronic funds transfer (EFT) based on the information contained in the System for Award Management Registration (SAM). Reference Clause 52.232-33, "Payment by Electronic Funds Transfer-System for Award Management" is incorporated by reference. However, the election as to whether to make payment by check or electronic funds transfer is at the option of the Government.

C. Administration:

1. The DLA TROOP SUPPORT PACIFIC will perform administration of the contract.

2. A designated representative at the ordering activity will perform administration of the individual delivery order. This includes approving product substitutions and delivery changes.

3. The DLA TROOP SUPPORT PACIFIC Contracting Officer must approve any changes to the resultant contract.

Additional

PART 12 CONTRACT CLAUSES

Note: 52.212-4, Contract Terms and Conditions—Commercial Items (MAY 2015) 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 paragraph of 52.212-4 are amended as indicated

below: Paragraph (m), Termination for Cause.
Delete paragraph (m) in its entirety and substitute the following:
(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased

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by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1,350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

Paragraph (t), System for Award Management.

Add the following paragraph: Definitions.

"System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

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

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

A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code". "Data Universal Number System (DUNS) Number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

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

"Registered in the System for Award Management database" means that—

The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database; The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service. The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

The Government has marked the record "Active".

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS (MAY 2015)

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:

52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (DEC 2014) (2) 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

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

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 (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

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

 (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (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 (JUL 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

 (5) [Reserved].

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

 (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (JAN 2014) (Pub. L. 111-117, section 743 of Div. C.);

 X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 6101 note).

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- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).
- (10) [Reserved].
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (NOV 2011) (15 U.S.C. 657a).
- (ii) Alternate I (NOV 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (JAN2011) of 52.219-4.
- (13) [Reserved]
- X (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- X (ii) Alternate I (NOV 2011)
- (iii) Alternate II (NOV 2011)
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUN 2003) (15 U.S.C. 644).
- (ii) Alternate I (OCT 1995) of 52.219-7
- (iii) Alternate II (MAR 2004) of 52.219-7
- X (16) 52.219-8, Utilization of Small Business Concerns (OCT 2014) 15 U.S.C. 637 (d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (OCT 2014) (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 (OCT 2014) of 52.219-9
- (18) 52.219-13, Notice of Set-Aside of Orders (NOV 2011) (15 U.S.C. 644(r)).
- X (19) 52.219-14, Limitations on Subcontracting (NOV 2011) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (NOV 2011) (15 U.S.C. 657f).
- X (22) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013)(15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013) (15 U.S.C. 637(m)).
- X (25) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).
- X (26) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (JAN 2014) (E.O. 13126).
- X (27) 52.222-21, Prohibition of Segregated Facilities (APR 2015).
- X (28) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).
- X (29) 52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).
- X (30) 52.222-36, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).
- X (31) 52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212).
- X (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- X (33)(i) 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 3627).
- (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items).
- (36)(i) 52.223-13, Acquisition of EPEAT® - Registered Imaging Equipment (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-13.
- (37)(i) 52.223-14, Acquisition of EPEAT®- Registered Television (JUN 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (JUN 2014) of 52.223-14
- (38) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- (39)(i) 52.223-16, Acquisition of EPEAT® - Registered Personal Computer Products (JUN 2014) (E.O.s 13423 and 13514).
- ternate I (JUN 2014) of 52.223-16.
- X (40) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (AUG 2011).
- (41) 52.225-1, Buy American--Supplies (MAY 2014) (41 U.S.C. chapter 83).
- (42)(i) 52.225-3, Buy American-Free Trade Agreements - Israeli Trade Act (MAY 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42 and 112-43).
- (ii) Alternate I (MAY 2014) of 52.225-3. Alternate II (MAY 2014)

of 52.225-3. Alternate III (MAY 2014) of 52.225-3.

- (43) 52.225-5, Trade Agreements (NOV 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (44) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008)(E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- (45) 52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 (Note)).
- (46) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- (47) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- (48) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- (49) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- (50) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (JUL 2013)(31 U.S.C. 3332).
- (51) 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management (JUL 2013)(31 U.S.C. 3332).
- (52) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- (53) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- (54)(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:
- (1) 52.222-17, Nondisplacement of Qualified Workers (MAY 2014) (E.O. 13495).
- (2) 52.222-41, Service Contract Labor Standards (MAY 2014) (41 U.S.C. chapter 67).
- (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards - Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards Price Adjustment (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-- Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (MAY 2014) (41 U.S.C. chapter 67).
- (8) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).
- (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAY 2014) (42 U.S.C. 1792).
- (10) 52.237-11, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C. 5112(p)(1)).

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.

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.

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.

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.

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(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—

52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (41 U.S.C.3509). 52.219-8, Utilization of Small Business Concerns (OCT 2014) (15 U.S.C. 637(d)(2) and

(3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

52.222-17, Nondisplacement of Qualified Workers (MAY 2014)(E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

52.222-21, Prohibition of Segregated Facilities (APR 2015) (v) 52.222-26, Equal Opportunity (APR 2015) (E.O. 11246).

52.222-35, Equal Opportunity for Veterans (JUL 2014) (38 U.S.C. 4212).

52.222-36, Affirmative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

52.222-37, Employment Reports on Veterans (JUL 2014) (38 U.S.C. 4212);

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.

52.222-41, Service Contract Labor Standards (MAY 2014), (41 U.S.C. chapter 67).

X A 52.222-50, Combating Trafficking in Persons (MAR 2015) (22 U.S.C. chapter 78 and E.O. 13637).

— (B)

Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13637).

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

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

52.222-54, Employment Eligibility Verification (AUG 2013)

52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2014) (Executive Order 13658).

52.225-26, Contractors Performing Private Security Functions Outside the United States (JUL 2013)(Section 862 as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10U.S.C. 2302 Note);

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

(xviii) 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 CLAUSE)

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

1. X FAR 52.203-3, Gratuities (APR 1984)

X DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

DFARS 252.203-7003, Agency Office of the Inspector General (DEC 2012)

X DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (NOV 2011)

DFARS 252.204-7011, Alternative Line Item Structure (SEP 2011)

X DFARS 252.204-7012, Safeguarding of Unclassified Controlled Technical Information (NOV 2013)

DFARS 252.204-7013, Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors (FEB 2014)

DFARS 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors (FEB 2014)

DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors (FEB 2014)

X DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)

DFARS 252.209-7001, Disclosure of Ownership or Control by the Government of a Terrorist Country (JAN 2009)

DFARS 252.211-7003, Item Unique Identification and Valuation (DEC 2013)

X DFARS 252.211-7006, Passive Radio Frequency Identification (SEP 2011)

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_____ DFARS 252.211-7007, Reporting of Government-Furnished Property (AUG 2012)
 _____ DFARS 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data-Canadian Commercial Corporation (JUL 2012)
 _____ DFARS 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data-Modifications-Canadian Commercial Corporation (OCT 2013)
 _____ DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)
 _____ X DFARS 252.215-7008, Only One Offer (OCT 2013)
 _____ DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2014)
 _____ DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2014)
 _____ X DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)
 _____ X DFARS 252.225-7000, Buy American-Balance of Payments Program Certificate (JAN 2014) a.
 -
 _____ Alternate I (DEC 2010) of 52.225-7000
 _____ X DFARS 252.225-7001, Buy American and Balance of Payments Program (DEC 2012) a. Alternate I (JAN 2014) of 252.225-7001
 _____ DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)
 _____ DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)
 _____ DFARS 252.225-7010, Commercial Derivative Military Article-Specialty Metals Compliance Certificate (JUL 2009)
 _____ X DFARS 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013)
 _____ DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
 _____ DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
 _____ DFARS 252.225-7017, Photovoltaic Devices (JAN 2014)
 _____ DFARS 252.225-7018, Photovoltaic Devices-Certificate (JAN 2014)
 _____ DFARS 252.225-7020, Trade Agreements Certificate (JAN 2005) a. Alternate I (DEC 2010) of 252.225-7020
 _____ DFARS 252.225-7021, Trade Agreements (OCT 2013)
 a. Alternate II (OCT 2011) of 252.225-7021
 _____ DFARS 252.225-7023, Preference for Products or Services from Afghanistan (SEP 2013)
 _____ DFARS 252.225-7024, Requirement for Products or Services from Afghanistan (SEP 2013)
 _____ DFARS 252.225-7026, Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)
 _____ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
 _____ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
 _____ DFARS 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)
 _____ DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)
 _____ DFARS 252.225-7035, Buy American-Free Trade Agreements-Balance of Payments Program Certificate (NOV 2012)
 a. _____ Alternate I (OCT 2013) of 252.225-7035
 b. _____ Alternate II (NOV 2012) of 252.225-7035
 c. _____ Alternate III (JUN 2012) of 252.225-7035
 d. _____ Alternate IV (NOV 2012) of 252.225-7035
 e. _____ Alternate V (NOV 2012) of 252.225-7035
 42. _____ DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program (DEC 2012) a. Alternate I (JUN 2012) of 252.225-7036
 b. _____ Alternate II (NOV 2012) of 252.225-7036
 c. _____ Alternate III (JUN 2012) of 252.225-7036
 d. _____ Alternate IV (NOV 2012) of 252.225-7036
 e. _____ Alternate V (NOV 2012) of 252.225-7036
 _____ DFARS 252.225-7037, Evaluation of Offers for Air Circuit Breakers (JUN 2005)
 _____ DFARS 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005)
 _____ DFARS 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States (MAY 2014)
 _____ DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (MAR 2006)
 _____ X DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
 _____ DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items (FEB 2014)
 _____ DFARS 252.227-7015, Technical Data -- Commercial Items (FEB 2014b)
 _____ DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013),
 _____ DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)
 _____ DFARS 252.232-7009, Mandatory Payment by Government wide Commercial Purchase Card (DEC 2006)
 _____ X DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)
 _____ DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013)
 _____ DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013) 58. _____ DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
 _____ DFARS 252.239-7017, Notice of Supply Chain Risk (NOV 2013)

DFARS 252.239-7018, Supply Chain Risk (NOV 2013)
 DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)
 DFARS 252.244-7000, Subcontracts for Commercial Items (JUN 2013)
 DFARS 252.246-7003, Notification of Potential Safety Issues (JUN 2013)
 DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
 DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
 DFARS 252.247-7022, Representation of Extent of Transportation by Sea (AUG 1992)
 DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014). a. Alternate I (APR 2014) of 252.247-7023.
 b. Alternate II (APR 2014) of 252.247-7023
 DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)
 DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005)
 DFARS 252.247-7026, Evaluation Preference for Use of Domestic Shipyards - Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008)
 DFARS 252.247-7027, Riding Gang Member Requirements (OCT 2011)
 DFARS 252.247-7028, Application for U.S Government Shipping Documentation/Instructions (JUN 2012)

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, 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:

DFARS 252.227-7013, Rights in Technical Data - Noncommercial Items (FEB 2014)
 DFARS 252.227-7015, Technical Data - Commercial Items (FEB 2014)
 DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013)
 DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
 DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
 DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
 DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014)
 DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) DFARS

252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS

252.203-7999 DFARS

252.203-7999, Prohibition on Contracting with Entities that Require Certain Internal Confidentiality Agreements (DEVIATION 2015-O0010)(FEB 2015)

(a) The Contractor shall not require employees or subcontractors seeking to report fraud, waste, or abuse to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or contractors from lawfully reporting such waste, fraud, or abuse to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information.

(b) The Contractor shall notify employees that the prohibitions and restrictions of any internal confidentiality agreements covered by this clause are no longer in effect.

(c) The prohibition in paragraph (a) of this clause does not contravene requirements applicable to Standard Form 312, Form 4414, or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(d)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Resolution Appropriations Act, 2015, (Pub. L. 113-235), use of funds appropriated (or otherwise made available) under that or any other Act may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

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(2) The Government may seek any available remedies in the event the Contractor fails to perform in accordance with the terms and conditions of the contract as a result of Government action under this clause.

(End of clause)

52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR

52.204-07 SYSTEM FOR AWARD MANAGEMENT (JUL 2013) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR

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

252.204-7004 ALTERNATE A, SYSTEM FOR AWRD MANAGEMENT (FEB 2014) DFARS

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

52.204-9001 ELECTRONIC ORDER TRANSMISSION (NOV 2011) DLAD

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

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

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

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

(b) The permissible variation shall be limited to:

Percent increase

Percent decrease

This increase or decrease shall apply to .

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

52.215-21 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA - MODIFICATIONS (OCT 2010) FAR

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than , 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 ;

(2) Any order for a combination of items in excess of ; or

(3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

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- (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
- (End of clause)

EPA**Economic Price Adjustment (EPA) – Actual Material Costs for Subsistence Delivered Price Business Model**

(a) Warranties. For the portion of the schedule that is covered by this EPA clause, the Contractor warrants that—

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

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

(b) Definitions. As used throughout this clause, the term:

(1) "Contract Unit Price" means the total price per unit charged to DLA Troop Support for a product delivered to DLA Troop Support's customers. The Contract Unit Price consists of two components: Delivered Price and Distribution Price. The unit price sum of the two component prices shall be rounded up or down as applicable, to the nearest cent to determine the final Contract Unit Price.

(2) "Delivered Price" means the most recent manufacturer, grower or private label holder commercial price per unit to the Contractor, inclusive of standard freight. The Delivered Price shall be based on free on board (f.o.b.) Destination. Delivered Price shall exclude all costs that are to be covered in the Distribution Price.

(i) Exceptions:

(A) Mandatory Source Items: The Delivered Price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law, plus applicable freight.

(B) A contiguous United States (CONUS)-based redistributor's price for a specific manufacturer's/grower's/private label holder's product (SKU) may be considered by the Government as long as the redistributor's price for the quantity ordered is equal to or lower than the manufacturer's/grower's/private label holder's published price inclusive of discounts/allowances. This exception must be approved by the Contracting Officer on a case by case basis. Supporting documentation may be required.

(3) "Product Allowance" means discounts, rebates, and allowances to be passed on to the Government. In accordance with other provisions of the contract (and subject to any exception in those provisions), all discounts, rebates, or allowances on particular items which are reflected in the amounts shown on the face of the manufacturer's, grower's or private label holder's invoice (referred to as "off-invoice allowances") or otherwise given to the Contractor by the manufacturer, grower or private label holder, shall be passed by the Contractor to the Government, in the form of an up-front price reduction. The total of these discounts, rebates, and allowances (Product Allowance), shall be reflected via a reduced Subsistence Total Order and Receipt Electronic System (STORES) price and Fresh Fruit and Vegetable Order Receipt System (FFAVORS), resulting in a lower invoice price to the customer. Any rebates that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check made to the US Treasury, with an attached itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.

(4) "Distribution Price(s)" means the firm fixed price portion of the Contract Unit Price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The Distribution Price is the only method for the Contractor to bill the Government for all aspects of contract performance other than Delivered Price; including but not limited to, the performance requirements of the SOW for the applicable SPV solicitation and resulting contract. As detailed above in (2), Delivered Price is distinct from and not to be included in the Distribution Price.

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

(6) "Ordering Week" means from Sunday at 12:01 AM through the following Saturday until midnight (Hawaii Time (HT), standard or daylight as applicable).

(c) Price adjustments.

(1) General.

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

(ii) Catalog Delivered Prices must be reflective of the prime vendor's last receipt price (the price of the stock most recently received into SPV Contractor's inventory).

(iii) Updates to the Delivered Price: All notices and requests for new item Delivered Prices and price changes shall be submitted weekly, no later than 12:00PM Hawaii Standard Time on **Wednesday** to be effective in the following Ordering Week's Ordering Catalog prices. The Delivered Price shall have any and all Product Allowance subtractions made prior to presenting the Delivered Price to DLA Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an electronic data interchange (EDI) 832 transaction set. The change notice shall include the Contractor's adjustment in the Delivered Price component of the applicable Contract Unit Price. Upon the Contracting Officer's acceptance of such 832 price changes in accordance with paragraph (v) below, the price change transaction sets will post in the next week's Ordering Catalog and each Contract Unit Price shall be changed by the same dollar amount of the change in the Delivered Price in the next week's Ordering Catalog.

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

(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business, 3:00PM Hawaii Standard Time each **Friday** that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following Ordering Week. The posting of updated prices in the Ordering Catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change.

(vi) Should the Contracting Officer determine that, or question whether a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is(are) higher than lower Delivered Prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to close of business, 3:00PM Hawaii Standard Time on **Friday**. If the Contracting Officer cannot determine a price fair and reasonable, and the Contracting Officer and the Contractor cannot negotiate a fair and reasonable price, the Contracting Officer may reject any price change and direct in writing that the item in question be removed from the Contractor's Ordering Catalog, without Government liability. The Contracting Officer may subsequently remove any such item from the Ordering Catalog if the Contractor fails to remove it. The Government has the right to procure such removed items from any alternate source of supply, and the failure of the Contractor to supply such item will be considered a negative instance of performance.

(vii) In the event of a price change not posting or an Ordering Catalog Contract Unit Price not computed in accordance with this clause, resulting in an incorrectly increased or decreased Contract Unit Price, the Prime Vendor shall immediately notify the Contracting Officer in writing and promptly thereafter correct its Ordering Catalog and submit a refund for any amounts paid to the

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Contractor resulting from the erroneous price. In the event of an erroneous price decrease in the Ordering Catalog, if the Contractor can demonstrate to the satisfaction of the Contracting Officer that the error did not result from the fault or negligence of the Contractor, the Contractor may submit a request for equitable adjustment for consideration by the Contracting Officer.

(2) Limitations. All adjustments under this clause shall be limited to the effect on contract unit prices of actual increases or decreases in the Delivered Prices for material. There shall be no upward adjustment for—

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

(ii) Changes in the quantities of materials; and

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

(d) Upward ceiling on economic price adjustment. The aggregate of contract Delivered Price increases for each item under this clause during the contract period inclusive of any option period(s) shall not exceed **90 percent (%) for Fresh Fruits and Vegetables (FF&V)** of the initial Contract Delivered Price, except as provided below:

(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. In the event the latest actual market price for an item would result in a contract unit price that will exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing or via its EDI 832 price change request and separate email no later than the time specified in paragraph (c)(1)(iii) above. With either such notification the Contractor shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.

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

(e) **DOWNWARD LIMITATION ON ECONOMIC PRICE ADJUSTMENTS.** There is no downward limitation on the aggregated percentage of decreases that may be made under this clause.

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

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

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

(End of Clause)

252.216-7006 ORDERING (MAY 2011) DFARS

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from through *[insert dates]*.

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52.217-09 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR

(a) The Government may extend the term of this contract by written notice to the Contractor within [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed (months) (years).
(End of clause)

252.225-7993**252.225-7993 PROHIBITION ON CONTRACTING WITH THE ENEMY (DEVIATION2014-O0008)(FEB 2014)**

(a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed in "NDAA FY2012 Section 841/FY2014 Section 831 Identified Entities" list posted at <http://www.acq.osd.mil/dpap/pacc/cc/policy.html>.

(c) The Head of the Contracting Activity (HCA) has the authority to

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000.

(End of clause)

52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) FAR**52.227-02 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) FAR****52.232-17 INTEREST (MAY 2014) FAR****252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS****52.242-13 BANKRUPTCY (JUL 1995) FAR****52.242-15 STOP-WORK ORDER (AUG 1989) FAR****252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS****52.246-9012 PREPARATION FOR DELIVERY AND INSPECTION OF FRESH FRUITS AND VEGETABLES (NOV 2011) DLAD****52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD****52.247-34 F.O.B. DESTINATION (NOV 1991) FAR****52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD****52.252-02 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR**

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <http://www.dla.mil/Acquisition> and <http://farsite.hill.af.mil/> .

(End of Clause)

52.253-01 COMPUTER GENERATED FORMS (JAN 1991) FAR

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52.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

(a) *Definition.* "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes:

- (1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.
- (2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

- (1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);
- (2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);
- (3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);
- (4) The Export Administration Regulations (15 CFR Parts 730-774);
- (5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and
- (6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)

52.246-9044 SANITARY CONDITIONS (NOV 2011) DLAD

Attachments

List of Attachments

Description	File Name
ATTACH.Attachment #1 - Schedule of Items	Tab 13 - Solicitation & Am
ATTACH.Attachment #2 - Customer List	Tab 13 - Solicitation & Am
ATTACH.Attachment #3 - Request New Items	Tab 13 - Solicitation & Am
ATTACH.Attachment #4 - STORES Vendor Catalog	Tab 13 - Solicitation & Am
ATTACH.Attachment #5 - STORES RECON Tool Guide	Tab 13 - Solicitation & Am
ATTACH.Attachment #6 - EDI Implementation Plan	Tab 13 - Solicitation & Am
ATTACH.Attachment #7 - Question Form	Tab 13 - Solicitation & Am