

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1000027483	PAGE 1 OF 6		
2. CONTRACT NO. SPE302-16-D-P007	3. AWARD/EFFECTIVE DATE 2016 SEP 06	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE302-16-R-S001	6. SOLICITATION ISSUE DATE 2016 FEB 10			
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: 808-474-2944 Email: Amy.Wong@dla.mil		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: 100 % 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				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 15 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS: None	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP				
17a. CONTRACTOR/ OFFEROR MANSON PRODUCTS CO., INC. 1618 KALANI ST HONOLULU HI 96817-4924 USA TELEPHONE NO. 8088473338	17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	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) \$700,000.00			
<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 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED				<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. Final Proposal Revision OFFER DATED 2016-Jun-02 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH , HEREIN IS ACCEPTED AS TO ITEMS: All Schedule of 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 9-7-16	31b. NAME OF CONTRACTING OFFICER (Type or Print) Jean Ross jean.ross@dla.mil DJR0026		31c. DATE SIGNED 2016 SEP 06		

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  <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT  <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY ( <i>Print</i> )	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	
	42b. RECEIVED AT ( <i>Location</i> )	
		42c. DATE REC'D ( <i>YY/MM/DD</i> )
		42d. TOTAL CONTAINERS



**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS**

**Award**

The terms and conditions set forth in the solicitation SPE302-16-R-S001, dated February 10, 2016 are incorporated into this contract in addition, Amendment 0001, dated March 4, 2016 are incorporated into this contract.

**II. PERFORMANCE PERIOD**

Effective Period of the Contract:

- Base Period – September 6, 2016 through March 5, 2018
- Option Period 1 – March 6, 2018 through September 5, 2019
- Option Period 2 – September 6, 2019 through March 8, 2021

Ordering commences on October 23, 2016

**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 10% minimum and 200% maximum. The guaranteed minimum and maximum, although based on estimates, are a 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.

Island of Oahu	18 Month Estimate (Base Period)	4.5 Year Estimate (Total Incl. Options)	10% Min Of Base Period	200% Max (4.5 Years)
DoD Troops (land based), DoD & Non-DoD Ships	\$7,000,000.00	\$14,000,000.00	\$700,000.00	\$21,000,000.00
Total	\$7,000,000.00	\$14,000,000.00	\$700,000.00	\$21,000,000.00

**III. 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 shall submit a proposed implementation schedule to the Contracting Officer within fifteen (15) calendar days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions for all customers covered by this solicitation. An additional thirty (30) calendar days will be granted for actual implementation. No more than forty-five (45) calendar days after award will be permitted for each contractor to have fully functional distribution accounts in place for all customers.

**IV. 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. The Pricing Proposal spreadsheet submitted on May 23, 2016.

Distribution prices are fixed for each Base Period and for each Option Period as follows:

18-Month Period	Distribution Price Per Pound
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Distribution Price (Base)	\$ [REDACTED]
Distribution Price (Option 1)	\$ [REDACTED]
Distribution Price (Option 2)	\$ [REDACTED]

**V. SUPPLIES OF SERVICES AND PRICES**

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

**CUSTOMERS:** Department of Defense (DoD) Troops (land-based), DoD Ships Customers and Non-DoD Ships Customers, Oahu, in the State of Hawaii, listed in Solicitation.

**FOB TERMS:** FOB Destination for all items.

**CATALOG #:** DoD Troops (land-based), DoD Ships Customers and Non-DoD Ships Customers, Oahu, in the State of Hawaii will order under SPE302-16-D-P007. Manson will invoice in accordance with the customer’s orders.

All catalog pricing is valid from Sunday thru Saturday. **Catalog updates must be received no later than 9:00 A.M. HST on the preceding Monday.**

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).

**VI. 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

**UPDATED CLAUSES**

- FAR 52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (JUL 2016) ALTERNATE I (OCT 2014)
- FAR 52.212-5, CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (JUN 2016)
- FAR 52.204-16 COMMERCIAL AND GOVERNMENT AND ENTITY CODE REPORTING (JUL 2016)
- FAR 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016)
- DFARS 252.225-7001, BUY AMERICAN AND BALANCE AND OF PAYMENTS PROGRAM—BASIC (AUG 2016)
- DFARS 252.225-7012, PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (AUG 2016)

**SECTION I - CONTRACT CLAUSES**

- 252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS**
- 52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD**

c) The offeror should check here to opt out of this clause:  
[ ]. Alternate wording may be negotiated with the contracting officer.

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## STATEMENT OF WORK (SOW)

### 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) Troops (Land-based), DoD Ships, and Non-DoD Ship/Land-based customers in Oahu, in the State of Hawaii. Department of Defense (DoD) and Non-DoD customers include, but are not limited to; galleys, Child Development Centers (CDCs), mini marts, Hale Koa Hotel, United States Coast Guard (USCG) ships, National Oceanic and Atmospheric Administration (NOAA) ships, etc. See Customer List, Attachment 2.

B. This solicitation consists of DoD Troops (Land-based) and Non-DoD Ships/Land-Based 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. The Non-Manufacturer Waiver has been approved by the Small Business Administration (SBA) on December 9, 2015. 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 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 (V. 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. OPTIONS

There are two (18 month) option periods in this solicitation. Acceptance of these options is mandatory. Distribution Prices (see Economic Price Adjustment (EPA) for definition), must be submitted for each option period, as well as for the base period. The Distribution Prices offered on each option period will be calculated with the Delivered Price (see Economic Price Adjustment (EPA) for definition), proposed for each evaluated item. The Distribution Price for each option period may be offered as a dollar value, increase or decrease, from the base period. **Changes expressed as a percentage will not be accepted.**

### IV. GUARANTEED MINIMUM/MAXIMUM

The guaranteed minimum on the resultant contract is ten percent (10%) of the awarded contract value for the base period only.

The 4.5 Year Estimate (Total Including Options) is \$10,500,000. The 200% maximum ceiling on the resultant contract is \$21,000,000.

### V. 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 shall submit a proposed detailed implementation schedule to the Contracting Officer within fifteen (15) calendar days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions for all customers covered by this solicitation. An additional thirty (30) calendar days will be granted for actual implementation. No more than forty-five (45) calendar days after award will be permitted for each contractor to have fully functional distribution accounts in place for all customers.

### VI. CATALOGS

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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) calendar 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 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. **The request is due by 12:00 PM HST on the Wednesday prior to inclusion of next weekly catalog update.**

(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 next weekly 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 the next 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).

(i) 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 Lowest Price Technically Acceptable, there is no upward adjustment on the final evaluated price for the first week's catalog.

##### 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

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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.

#### VII. DEFENSE APPROPRIATIONS ACT

A Class Domestic Non-Availability Determination (DNAD) for Federal Supply Class 8915, Fresh Fruits and Vegetables, dated 16 May 2008 has been approved under the DLA Troop Support/DLA Produce Long-Term Contracts. This DNAD establishes a limited Berry Amendment waiver to the requirements of DFARS 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013) which is applicable to this solicitation. As a result of the DNAD, non-domestic FF&V may be supplied under this contract when domestic FF&V of satisfactory quality and sufficient quantity cannot be procured as and when needed at U.S. market prices. This determination will remain in effect until these circumstances have changed and the DNAD is formally rescinded.

#### VIII. CUSTOMERS

A. Adding Customers within the Oahu distribution zone.

1. Additional DoD and Non-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.

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1. This provision applies to the following customers:

- (a) A new DoD or Non-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.

#### **IX. 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 Contracting Officer 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.

#### **X. VALUE ADDED SERVICES**

A. 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.

#### **XI. ORDERING SYSTEMS**

A. Subsistence Total Order & Receipt Electronic System (STORES): DOD and Non-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. STORES information is provided under Attachment 5 (STORES Vendor Catalog Manual) and Attachment 6 (STORES Reconciliation Vendor EDI Guide).

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.

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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 4 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.

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. A list of ECAs is available at:  
[https://www.transactionservices.dla.mil/daashome/pki\\_contacts.asp](https://www.transactionservices.dla.mil/daashome/pki_contacts.asp)

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

## **XII. ORDER PLACEMENT**

- A. Minimum order requirement for any resultant contract is \$50.00. The \$50.00 minimum order shall be based on the aggregate total of orders to all customers located within a particular base or location.
- B. For small volume orders (less than \$8,000), DoD Troop (Land-based), DoD Ships, and Non-DoD Ship/Land-based 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 calendar days. See Attachment 2 for specific delivery information for DoD Troop (Land-based) and Non-DoD Ship/Land-based customers.
- C. 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.

## **XIII. 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

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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.

**XIV. 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.

**D. SPECIAL REQUIREMENT: USDA Agricultural Inspection Stamp Required for Items 289-293**

The vendor must possess a **LIMITED PERMIT STAMP** issued by the United States Department of Agriculture (USDA) Animal and Plant Health Inspection Service (APHIS) for authorized movement of fruits and vegetables under Federal Quarantine No. 13 per Hawaiian Fruits and Vegetables Quarantine, 7 CFR 318.13.

Contact information: <https://www.aphis.usda.gov/aphis/home/>

Mail or fax completed Fruit and Vegetable Compliance Agreement application to:

USDA, APHIS, PPQ  
 ATTN: Entry Compliance Officer  
 375 Rodgers Blvd.  
 Honolulu, HI 96819  
 FAX: 808-838-2704.

This Compliance Agreement between the contractor and USDA pertains to safeguarding U.S. Mainland produce, approved Hawaiian fruits, vegetables, cleared by USDA for use in a USDA quarantined area and for movement from Hawaii into or through the continental United States. Email: [Honolulu.compliance@aphis.usda.gov](mailto:Honolulu.compliance@aphis.usda.gov)

**XV. 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 the delivery points per zone can be found in the Attachment 2.

B. 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, each DoD Troop (Land-based), DoD Ship, and Non-DoD Land-based customer receives two (2) to three (3) deliveries per week. The frequency of DoD and Non-DoD ship customer deliveries varies greatly due to ship availability and schedule, ranging from one (1) to two (2) deliveries per month to zero deliveries for consecutive months.

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. The contractor shall contact the customer after a Delivery Order is received to confirm actual delivery time.

#### **XVI. 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 provide two (2) copies of the delivery ticket with the shipment. Two (2) copies of the signed and annotated delivery ticket will serve as the acceptance document. The receiving official will use the delivery ticket as the receipt document and the contractor will use the delivery ticket as proof of delivery. 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.

#### **XVII. 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. 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. Customers may cancel orders greater than \$8,000 with advance cancellation notice to the contractor fourteen (14) calendar 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.

#### **XVIII. 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.

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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.

**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 FAR clause 52.212-4, paragraph 1.**

#### **XIX. 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. Invoice transactions may be submitted to DLA Troop Support 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 vendor will be responsible for correction and re-submission. 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;

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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. Vendor 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](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 (30) calendar 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.

## XX. 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) calendar 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.

## XXI. 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):

$$\frac{\text{Cases Accepted} \times 100}{\text{Cases Ordered}} = \text{Fill Rate \%}$$

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.

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**XXII. HOLIDAYS**

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

**XXIII. EMERGENCY ORDERS**

- A. Customer requirements can accelerate and surge during adverse weather or other conditions, therefore; last minute ordering may take place as necessary to fulfill customers' requirements.
- B. Unless specified by the customer, all emergency order(s) for supplies must be same day service. Expedient fulfillment of the emergency requirement is imperative. The contractor is responsible for providing the ordering facilities with the name of the contractor representative responsible for notification of receipt and handling of such emergency service and his/her phone number and/or cell phone number. The contractor will provide up to two emergency orders per month per customer at no additional cost to the Government.

**XXIV. 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 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). NOTE: RIMPAC does not apply to non-DOD ships.
- C. 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.
- D. The maximum ceiling on the resultant contract reflects/accounts for these S&S requirements.

**XXV. FOOD DEFENSE**

- A. DLA TROOP SUPPORT PACIFIC 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 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 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 [https://www.troopsupport.dla.mil/subs/fs\\_check.pdf](https://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.

E. In accordance with the Food Safety Modernization Act of 2011, the FDA promulgated proposed rules that overhaul the old Good Manufacturing Practices (cGMP), adds 21 CFR 117 (2015), Current Good Manufacturing Practice, Hazard Analysis, and Risk-Based Preventive Controls for Human Food. The final rule became effective on November 16, 2015.

Companies have one (1) year from the date of publication to comply with the final rule (including both the revised Current Good Manufacturing Practices (cGMPs) and the new Hazard Analysis and Risk-Based Preventive Controls (HARPC) requirements), i.e., September 19, 2016. Small businesses (< 500 full-time equivalent employees regardless of annual sales) must comply within two (2) years, i.e., September 18, 2017.

Very small businesses (averaging less than \$1 million per year (adjusted for inflation) in both annual sales of human food plus the market value of human food manufactured, processed, packed, or held without sale) must comply within three (3) years, i.e., September 17, 2018.

The Good Manufacturing Practices (cGMP) apply also to facilities that hold or pack food for human consumption.

## XXVI. 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.

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.

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.

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

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.

All items must meet or exceed the Government's item description of their assigned Government stock number and the specified US Grade.

## XXVII. QUALITY PROGRAM

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.

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The contractor shall develop and maintain a food safety and 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 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) system is in place.
16. Commercial standards are used to maintain temperatures appropriate for individual items.

**XXVIII. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT**

A. The contractor 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 in 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.

**XXIX. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS**

A. 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.

**XXX. QUALITY SYSTEMS MANAGEMENT VISITS & PRODUCE QUALITY AUDITS**

A. Unannounced Quality Systems Management Visits (QSMVs):

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.

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,

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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.

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.

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 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:

##### 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.

##### 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.

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(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):

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

**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).

**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.

**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).

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,

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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:

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

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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:

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:

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 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:

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:

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:

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

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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/package 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.

#### **XXXI. 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 and Points of Contact (Account Manager, Safety Officer, etc.)

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

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

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.

#### **XXXII. PERISHABLE AGRICULTURAL COMMODITIES ACT (PACA) LICENSE**

A. All offerors must possess a valid PACA license at the time they submit their initial proposals. Proof of current valid PACA license must be submitted with the offeror's proposal or the offer may be deemed technically unacceptable. Additionally, the contract awardee must maintain the PACA license throughout the life of the contract. Failure to do so may result in termination of the contract or non-renewal of an option.

#### **XXXIII. NON-COMPETE PROVISION**

A. 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.

#### **XXXIV. SEASONAL ACQUISITION**

A. 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.

#### **XXXV. 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

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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.

#### **XXXVI. CONTRACT ADMINISTRATION INFORMATION**

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.

#### **XXXVI. PROPOSAL SUBMISSION INFORMATION**

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## A. PRICING

1. Pricing will be evaluated through the Schedule of Items Approach. The Schedule of Items Approach is a grouping of items along with the estimated quantities. The items found in the Schedule of Items represent 100% of the estimated dollar value for 18 months for all DoD Troops (Land-based) and Non-DoD Ships/Land-based customers. Offers are required to submit their unit price for each item, broken down into the corresponding Delivered Price and Distribution Price components. Prices must not extend more than two [2] places to the right of the decimal point.

a. Pricing will be based on the following formula:

$$\text{Contract Unit Price} = \text{Delivered Price} + \text{Distribution Price}$$

b. In accordance with DLAD Clause 52.215-9023, Reverse Auction may be used for Distribution Price Per Pound (LB) only.  
**Submit copy of Reverse Auction Registration, Attachment 7.**

## 2. Definitions:

- a. "Contract Unit Price" See Economic Price Adjustment (EPA) Clause.
- b. "Delivered Price" See Economic Price Adjustment (EPA) Clause.
- c. "Distribution Price" See Economic Price Adjustment (EPA) Clause.
- d. Distribution prices shall be formatted to no more than two (2) places to the right of the decimal point, for example, \$2.50.
- e. The offeror may submit a separate Distribution Price Per Pound (LB) for each period (base period, option period 1 and option period 2).

## B. SCHEDULE OF ITEMS: PRICING (ATTACHMENT 1)

The Schedule of Items in the attachment represents 100% of the estimated dollar value of this procurement. Offerors must submit pricing information. The unit prices of all items found in the Schedule of Items will be comparatively assessed to identify any unusually high or low priced items (outliers). **NOTE SPECIAL REQUIREMENT: USDA Agricultural Inspection Stamp Required for Items 289-293.**

Estimated quantities for 18 month period are indicated next to each item and are for information and evaluation purposes only. The unit price found in the Schedule of Items will be multiplied by the estimate to calculate the aggregate against the estimated 4.5 year requirements of the ordering activities and evaluated for the lowest overall aggregate cost to the Government.

**Offerors are to submit the most current unit prices. These prices are effective from Sunday, January 3, 2016 through Saturday, January 9, 2016.** This unit price must be in a format that shows the delivered price and the distribution price as separate entries, then totaled. For example, if the delivered price is \$2.00 and the distribution price is \$0.50, pricing should be formulated as follows:

$$\$ 2.00 + \$ 0.50 = \$ 2.50$$

(Prices used for illustrative purposes only)

- a. Do Not Submit only the Unit Price; the two (2) elements must be shown separately.
- b. Delivered and Distribution Prices for all items are to be submitted according to the Government's Unit of Issue (THERE ARE NO EXCEPTIONS). All items listed in the solicitation will ultimately become part of the vendor's catalog. The most recent prices submitted prior to award will be incorporated into the vendor's catalog.

## C. DISTRIBUTION PRICES

1. The offeror shall provide an independent standard Distribution Price Per Pound (LB) for each period (i.e. Base/Option) in the Schedule of Items. **ONLY ONE DISTRIBUTION PRICE PER POUND (LB)** shall be offered for each period (base period, option period 1 and option period 2)

2. CASE Distribution Prices are automatically calculated by multiplying the Distribution Price Per Pound (LB) by the PKG SIZE. CASE Distribution Prices shall remain constant for the contract period (i.e. base or option). CASE Distribution Prices for the base period do not have to be the same as each option period. CASE Distribution Prices can differ or remain the same as the base contract period; but must remain constant through the length of each period.

3. Prices must not extend more than two [2] places to the right of the decimal point. Standard rounding methods should be observed. For example, a distribution price per pound (LB) of \$0.153 should be rounded to \$0.15.

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## D. DELIVERED PRICES

1. **For evaluation purposes the schedule of items should reflect the delivered prices effective from Sunday, January 3, 2016 through Saturday, January 9, 2016.** The offeror is required to submit pricing on all items that will meet the Government's requirement.

2. As part of the evaluation process, the Government reserves the right to request that the offeror substantiate any or all proposed Delivered Prices with an invoice, pricelist, or quote. The Item Number must be marked on each invoice so as to identify the invoice's corresponding item. The preferred documentation is the grower/supplier invoice. If invoices are not available for that time period, a written quote from the grower/supplier will be accepted. If you do not have an invoice, the offeror needs to explain why, i.e. not in season, do not carry, etc. The Government has a strong preference for invoices over market quotes. All invoices and quotes must be from sources that the offeror currently uses or plans to use to support the resultant contract. Any quote must be presented in the following manner:

- a. Detailed on grower/manufacture letterhead;
- b. Date price quote was supplied;
- c. Time period price quote is effective; to include expiration date;
- d. Quantity covered by price quote;
- e. Grower/Manufacturer part number; and
- f. Grower/Manufacturer's point of contact: including name, title, address, and phone numbers.

The delivered prices must appear on the invoice submitted by the offeror if requested. However, a separate freight invoice may be required as further documentation. Bulk freight charges are to be broken down by the case. All Delivered Prices shall be supportable with an invoice, pricelist, or quote. If a Delivered Price (DEP) is deemed an outlier (below or above the competitive range of offers), and the Delivered Price (DEP) cannot be supported by back-up documentation, your entire offer may be deemed ineligible for award in accordance with DLAD provision 52.215-9010, All or None.

3. Prices must not extend more than two [2] places to the right of the decimal point. Standard rounding methods should be observed. For example, a delivered price of \$4.578 should be rounded to \$4.58.

4. If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest priced, technically acceptable item that meets the Government's minimum requirements.

5. All items procured under the resultant contract are subject to all contractual clauses and regulations, including, but not limited to DFARS 252.225-7012 Preference for Certain Domestic Commodities and procured from a Sanitarily Approved Source. All invoices and quotes must reflect compliance to contract terms and conditions.

6. Offerors are required to submit pricing on Attachment 1 – Schedule of Items, no exceptions. Column descriptions are provided below:

1. Gov't Item #: Self-explanatory
2. Government Stock Number: Provided
3. Item Description: Government Item Description.
4. PKG Size (LB) and Unit of Issue: Equals 1 case. For example, Gov't Item #142: 1 LB PG = 1 case
5. Estimated Quantity: Quantity provided.
6. CASE Delivered Price (DEP) Including Freight: The price you actually paid for the item, as substantiated by grower/manufacture invoice.
7. Distribution Price Per Pound (LB): Your Distribution Price Per Pound (LB).
8. CASE Distribution Price (DIP): Your Distribution Price Per Pound (LB) multiplied by the PKG SIZE.
9. Extended CASE Delivered Price (DEP): Estimated Quantity multiplied by CASE Delivered Price (DEP)
10. Extended CASE Distribution Price (DIP): Estimated Quantity multiplied by CASE Distribution Price (DIP)
11. CASE Price (STORES): CASE Delivered Price (DEP) + CASE Distribution Price (DIP)
12. Total Evaluated CASE Price: Estimated Quantity multiplied by CASE Price.

## E. INSTRUCTIONS for PROPOSED SPREADSHEET – Attachment 1

1. Please fill in the white boxes only (for base period, option period 1 and option period 2):

- 1) Vendor Name and CAGE Code (cell B4)
- 2) CASE Delivered Price (DEP) Including Freight Column G (cells G7 to G302).
- 3) Distribution Price Per Pound (LB) Cell K1 (Base Period)
- 4) Distribution Price Per Pound (LB) Cell K2 (Option Period 1)
- 5) Distribution Price Per Pound (LB) Cell K3 (Option Period 2)

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\*\*\* NOTE: The offeror may submit a separate distribution price per pound (LB) for each period, however, only one (1) distribution price per pound (LB) shall be offered for each period (base period, option period 1 and option period 2). All components of the option period price must be rounded to two (2) places beyond the decimal point. If an offeror does not submit option period prices, the offeror's proposal may be rejected. Option period price increases or decreases are to be expressed in dollars and cents only. The offeror may also elect to offer no change in the distribution price per pound (LB) over the life of the contract. If you are not changing option period distribution price per pound (LB), all offerors are still required to fill in cells for Option Period 1 and Option Period 2 with the same distribution price per pound (LB). As a reminder, all offerors must submit ONE DISTRIBUTION PRICE PER POUND (LB), per period (i.e. base/option). Multiple Distribution Prices Per Pound (LB) within a base or option period WILL NOT BE ACCEPTED.

**In accordance with DLAD Clause 52.215-9023, Reverse Auction may be used for Distribution Prices only and the low offeror at the end of the Reverse Auction may not be the ultimate awardee. Award determination will be based on the lowest evaluated aggregate price.**

2. When preparing the spreadsheet, totals must appear for each 18-month period in the last row, i.e., Cell I303 (Extended CASE Delivered Price), Cell J303 (Extended CASE Distribution Price) and Cell L303 (Extended CASE Distribution Price, line description: TOTAL BASE PERIOD EVALUATION (18 Months)  
TOTAL OPTION PERIOD 1 EVALUATION (18 Months)  
TOTAL OPTION PERIOD 2 EVALUATION (18 Months)

3. If requested to submit an invoice and the price on the invoice does not match the offered price due to a freight charge, the freight charge must be indicated on the invoice. This must appear on the invoice submitted by the offeror if requested. However, a separate freight invoice may be required as further documentation. Bulk freight charges are to be broken down by the case.

**Economic Price Adjustment (EPA) – Actual Material Costs for Subsistence Delivered Price Business Model (NOV 2011)**

All references to "Subsistence Total Order and Receipt Electronic System (STORES) in Economic Price Adjustment (EPA) – Actual Material Costs for Subsistence Delivered Price Business Model will also reflect the use of the "Fresh Fruit and Vegetable Ordering System (FFAVORS Web) for customers that may use FFAVORS do not use STORES.

**(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, 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

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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.

(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 Standard Time (HST), 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 HST 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 HST 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 HST 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 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.

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**(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)

**ADDENDUM TO 52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2015)**

Note: 52.212-1, Instructions to Offerors – Commercial Items (OCT 2015) is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far/index.html>. The text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

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

**1. Paragraph (b), Submission of Offers.**

a. Proposals for this solicitation shall be submitted via electronic mail (email). DLA Troop Support Pacific will not accept faxed or paper proposals in response to this solicitation. **The email address for receipt of proposals is amy.wong@dla.mil and jean.ross@dla.mil.** The subject line of the email must read "PROPOSAL-SPE302-16-R-S001, COMPANY NAME, CLOSING DATE "INSERT DATE." The maximum size of each email message shall be three and one-half (3 ½) megabytes. Any compressed files must be self-extracting, and you must provide instructions. You may use multiple email messages for your proposal submission; however, you must include the required information on the subject line, as stated in this paragraph, and number them in this manner: Message 1 of 3, 2 of 3, etc. All email attachments shall be compatible with IBM type CPUs and Microsoft WORD, Microsoft EXCEL and Adobe Acrobat software. Prices shall be provided on RFP/SOW Attachment 1 - Schedule of Items, and shall be submitted as a Microsoft EXCEL file, no exceptions. **IT IS THE OFFEROR'S RESPONSIBILITY TO CONFIRM RECEIPT OF PROPOSAL.**

b. Faxed offers are NOT authorized for this solicitation for initial closing and final proposal revisions (if necessary).

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If deemed necessary by the Contracting Officer, the Government reserves the right to conduct negotiations for the subject acquisition. Initial responses to negotiations shall be in a form of communication customary in the industry for transmitting information to include phone, facsimile transmission, letter, in-person and e-mail. However, any information provided during negotiations, to include all changes to the initial offer, must be reduced to writing and transmitted to the DLA Troop Support Pacific Business Office by the time and date specified at the time of Final Proposal Revisions by email. Information not submitted to the DLA Troop Support Pacific Business Office by the specified date and time will not be considered by the Government during final evaluations.

**2. Paragraph (c), Period for Acceptance of Offers,** is revised as follows:

Period of acceptance is **180** calendar days.

**3. Paragraph (f), Late Submissions, Modifications, Revisions, and Withdrawals of Offers,** is deleted in its entirety and replaced with the following:

(f) Late Submissions, Modifications, Revision, and Withdrawals of Offers.

(1) Any proposal received at the office designated in the solicitation after the exact time specified for receipt of offers will not be considered unless it is received before award is made and:

(i) It was sent by e-mail or hand-carried (including delivery by a commercial carrier) if it is determined by the Government that the late receipt was due primarily to Government mishandling after the receipt at the Government installation.

(ii) It was sent by U.S. Postal Service Express Mail Next Day Service-Post Office to Addressee, not later than 5:00 p.m. at the place of mailing two working days prior to the date specified for receipt of proposals.

(iii) There is acceptable evidence to establish that it was received at the activity designated for receipt of offers and was under the Government's control to the time set for receipt of offers, and the Contracting Officer determines that accepting the late offer would not unduly delay the procurement; or it is the only proposal received.

(2) Any modification or revision of a proposal or response to requested information, including any final proposal revision, is subject to the same conditions indicated above.

(3) Notwithstanding the above, a late modification or revision of any otherwise successful proposal that makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.

(4) Proposals may be withdrawn by written notice by email (including facsimile) received at any time before award.

**4. Paragraph (h), Multiple Awards,** is deleted in its entirety and replaced with the following:

The Government intends to make one award, offers must be submitted for all items.

(END OF PROVISION)

**ADDENDUM TO 52.212-2 EVALUATION – COMMERCIAL ITEMS (OCT 2014)**

**52.212-2 Evaluation – Commercial Items (OCT 2014)**

(a) The Government will award a contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The resultant contract will be based on the lowest evaluated aggregate price quote meeting or exceeding the acceptability standards for the following non-price factor:

LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA) – THE RESULTANT CONTRACT WILL BE BASED ON THE LOWEST EVALUATED AGGREGATE PRICE OF PROPOSALS MEETING OR EXCEEDING THE ACCEPTABILITY STANDARDS FOR THE FOLLOWING NON-PRICE FACTOR:

TECHNICAL: THE OFFEROR MUST TAKE NO EXCEPTIONS TO THE TERMS AND CONDITIONS IN THE SOLICITATION.

Provide a Statement that the offeror makes no exceptions to the terms and conditions in the solicitation on Company Letterhead and signed. By submitting a proposal with no exceptions, an offeror is confirming they possess the necessary facilities, equipment, technical skills and capacity to successfully provide all items required by this solicitation.

Provide proof of current valid PACA license must be submitted with the offeror's proposal or the offer may be deemed technically unacceptable.

**EVALUATION OF PRICING REQUIREMENTS**

PRICING: PRICING IS REQUIRED FOR ALL ITEMS FOUND IN THE SCHEDULE OF ITEMS, FOR ALL PERIODS (BASE, OPTION 1 AND OPTION 2).

EVALUATION OF PRICING: THE GOVERNMENT WILL PERFORM AN AGGREGATE PRICE ANALYSIS ON ALL ITEMS FOUND IN THE SCHEDULE OF ITEMS. THE ESTIMATED QUANTITIES IN THE SCHEDULE OF ITEMS SHALL BE MULTIPLIED BY THE CASE PRICES TO DETERMINE THE LOWEST AGGREGATE PRICE. DELIVERED AND DISTRIBUTION PRICES WILL BE EVALUATED

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TO DETERMINE IF THERE ARE ANY OUTLIERS WITH THE ULTIMATE AWARD DECISION BASED ON THE LOWEST EVALUATED AGGREGATE PRICE (SUM OF BASE PERIOD, OPTION PERIOD 1 AND OPTION PERIOD 2).

FOR EVALUATION PURPOSES, MANDATORY: WHEN THE GOVERNMENT REQUESTS SUPPORTING DOCUMENTATION FOR PRODUCTS LISTED ON THE SCHEDULE OF ITEMS, THE OFFEROR SHALL COMPLY UNDER THE PRICING REQUIREMENT.

IN ACCORDANCE WITH FAR 15.306(c) (2), THE GOVERNMENT MAY LIMIT THE NUMBER OF PROPOSALS IN THE COMPETITIVE RANGE TO THE GREATEST NUMBER THAT WILL PERMIT AN EFFICIENT COMPETITION AMONGST THE MOST HIGHLY RATED PROPOSALS.

IN ACCORDANCE WITH DLAD CLAUSE 52.215-9023, REVERSE AUCTION MAY BE USED FOR DISTRIBUTION PRICE PER POUND (LB) ONLY AND THE LOW OFFEROR AT THE END OF THE REVERSE AUCTION MAY NOT BE THE ULTIMATE AWARDEE. AWARD DETERMINATION WILL BE BASED ON THE LOWEST EVALUATED AGGREGATE PRICE.

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

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

(END OF PROVISION)

**52.215-06 PLACE OF PERFORMANCE (OCT 1997) FAR**

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

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

**Place of Performance**  
(Street Address, City, State, County, ZIP Code)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name and Address of Owner and Operator of the Plant or Facility if Other than Offeror or Respondent**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(END OF PROVISION)

**252.209-7992, Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law—Fiscal Year 2015 Appropriations.** (DEVIATION 2015-OO0005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

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(b) The Offeror represents that—

(1) It is  is not  a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

(2) It is  is not  a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(END OF PROVISION)

**252.209-7998 REPRESENTATION REGARDING CONVICTION OF A FELONY CRIMINAL VIOLATION UNDER ANY FEDERAL OR STATE LAW (DEVIATION 2012-O0007) (MAR 2012)**

In accordance with section 514 of Division H of the Consolidated Appropriations Act, 2012, none of the funds made available by that Act may be used to enter into a contract with any corporation that was convicted of a felony criminal violation under any Federal or State law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

The Offeror represents that it is  is not  a corporation that was convicted of a felony criminal violation under a Federal or State law within the preceding 24 months.

(END OF PROVISION)

**52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011)**

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

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here . Alternate wording may be negotiated with the contracting officer.

(END OF PROVISION)

**52.215-9010 ALL OR NONE (INVITATION FOR BID (IFB)/REQUEST FOR PROPOSAL (RFP) ONLY) (NOV 2011) DLAD**

**ADDENDUM**

Replace entire 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (OCT 2015) version with the following text (NOV 2015) below:

**52.212-3, OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS (NOV 2015) ALTERNATE I (OCT 2014)**

The Offeror shall complete only paragraph (b) of this provision if the Offeror has completed the annual representations and certification electronically via the System for Award Management (SAM) website accessed through <https://www.acquisition.gov>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (p) of this provision.

(a) Definitions. As used in this provision —

“Economically disadvantaged women-owned small business (EDWOSB) concern means a small business concern that is at least 51 percent directly and unconditionally owned



by, and the management and daily business operations of which are controlled by, one or more women who are citizens of the United States and who are economically disadvantaged in accordance with 13 CFR part 127. It automatically qualifies as a women-owned small business eligible under the WOSB Program.

“Forced or indentured child labor means all work or service --

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

“Highest-level owner means the entity that owns or controls an immediate owner of the offeror, or that owns or controls one or more entities that control an immediate owner of the offeror. No entity owns or exercises control of the highest level owner.

“Immediate owner” means an entity, other than the offeror, that has direct control of the offeror. Indicators of control include, but are not limited to, one or more of the following: Ownership or interlocking management, identity of interests among family members, shared facilities and equipment, and the common use of employees.

“Inverted domestic corporation”, means a foreign incorporated entity that meets the definition of an inverted domestic corporation under 6U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Manufactured end product” means any end product in product and service codes (PSCs) 1000-9999, except—

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

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

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

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

“Sensitive technology”—

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

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

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

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

“Small disadvantaged business concern”, consistent with 13 CFR 124.1002, means a small business concern under the size standard applicable to the acquisition, that—

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- (1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by—
- (i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
  - (ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

- (2) The management and daily business operations of which are controlled (as defined at 13.CFR 124.106) by individuals, who meet the criteria in paragraphs (1)(i) and (ii) of this definition.

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

“Veteran-Owned Small Business Concern” means a small business concern—

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

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

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

“Women-Owned Small Business Concern” means a small business concern--

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

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

“Women-Owned Small Business (WOSB) Concern eligible under the WOSB Program”

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

(b) Annual Representations and Certifications.

(1) Any changes provided by the offeror in paragraph (b) (2) of this provision do not automatically change the representations and certifications posted on the SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs \_\_\_\_\_.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.]

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

(1) Small Business Concern.

The offeror represents as part of its offer that it  is,  is not, a small business concern.

(2) Veteran-Owned Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that it  is,  is not, a veteran-owned small business concern.

(3) Service-Disabled Veteran-Owned Small Business Concern.

[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]

The offeror represents as part of its offer that it  is,  is not, a service-disabled veteran-owned small business concern.

(4) Small Disadvantaged Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents, for general statistical purposes, that it  is,  is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-Owned Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it  is,  is not, a women-owned small business concern.

(6) WOSB concern eligible under the WOSB Program.

[Complete only if the offeror represented itself as a women-owned small business concern in paragraph (c)(5) of this provision.]

**CONTINUED ON NEXT PAGE**

The offeror represents that—

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

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

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

The offeror represents that—

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

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

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

(8) Women-Owned Business Concern (other than small business concern).

[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it  is a women-owned business concern.

(9) Tie Bid Priority for Labor Surplus Area Concerns.

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

(10) HUBZone Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that--

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

(ii) It  is,  is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the HUBZone joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

(11) Complete if the offeror has represented itself as disadvantaged in paragraph (4) of this provision.)

[The offeror shall check the category in which its ownership falls]:

- Black American.
- Hispanic American.
- Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
- Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China,

Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, The Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Individual/concern, other than one of the preceding.

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

(1) Previous Contracts and Compliance.

The offeror represents that--

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

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

(2) Affirmative Action Compliance.

The offeror represents that--

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

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

(e) Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).

(Applies only if the contract is expected to exceed \$150,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) Buy American Statute Certificate.

(The certificate in DFARS 252.225-7000 shall be completed when it is provided as an Attachment to 52.212-3.)

(g) Buy American --Free Trade Agreements--Israeli Trade Act Certificate.

(The certificate in DFARS 252.225-7020 or 7035 shall be completed when it is provided as an Attachment to 52.212-3.)

(h) Certification Regarding Responsibility Matters (Executive Order 12689).

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

(2)  Have,  have not, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

(3)  Are,  are not, presently indicted for, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

(4)  Have,  have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,500 for which the liability remains unsatisfied.

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

(A) The tax liability is finally determined.

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

(B) The taxpayer is delinquent in making payment.

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

(ii) Examples.

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

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

(1) Listed End Products.

<u>Listed End Product</u>	<u>Listed Countries of Origin</u>

(2) Certification.

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

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

(ii) The offeror may supply an end product listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The Offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the Offeror certifies that it is not aware of any such use of child labor.

(j) Place of Manufacture.

(Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.)

For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2)  Outside the United States.

(k) Certificates Regarding Exemptions from the Application of the Service Contract Act.

(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1).

The offeror  does  does not certify that—

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

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

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

(2) Certain services as described in FAR 22.1003-4(d)(1).

The offeror  does  does not certify that—

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

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

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

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

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

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

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

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).

(Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

TIN: \_\_\_\_\_

TIN has been applied for.

TIN is not required because: \_\_\_\_\_

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

- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal government.

(4) Type of Organization.

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

(5) Common Parent.

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:  
Name \_\_\_\_\_  
TIN \_\_\_\_\_

(m) Restricted Business Operations in Sudan.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.10802(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The offeror represents that—

- (i) It  is,  is not an inverted domestic corporation; and
- (ii) It  is,  is not a subsidiary of an inverted domestic corporation.

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

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

(iii) Certifies that the offeror, and any person owned or controlled by the offeror, does not knowingly engage in any transaction that exceeds \$3,500 with Iran's Revolutionary Guard Corps or any of its officials, agents, or affiliates, the property and interests in property of which are blocked pursuant to the International Emergency Economic Powers Act (50 U.S.C. 1701 et seq.) (see OFAC's Specially Designated Nationals and Blocked Persons List at <http://www.treasury.gov/ofac/downloads/t11sdn.pdf>).

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

- (i) This solicitation includes a trade agreements certification (e.g., 52.212-3(g) or a comparable agency provision); and
- (ii) The offeror has certified that all the offered products to be supplied are designated country end products.

(p) Ownership or Control of Offeror. (Applies in all solicitations when there is a requirement to be registered in SAM or a requirement to have a DUNS Number in the solicitation).

(1) The Offeror represents that it  has or  does not have an immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture. The Offeror represents that it has or does not have an immediate owner. If the Offeror has more than one immediate owner. If the Offeror has more than one immediate owner (such as a joint venture), then the Offeror shall respond to paragraph (2) and if applicable, paragraph (3) of this provision for each participant in the joint venture.

(2) If the Offeror indicates "has" in paragraph (p)(1) of this provision, enter the following information:

Immediate owner CAGE code: \_\_\_\_\_  
 Immediate owner legal name: \_\_\_\_\_  
 (Do not use a "doing business as" name)

Is the immediate owner owned or controlled by another entity:  Yes or  No.

(3) If the Offeror indicates "yes" in paragraph (p)(2) of this provision, indicating that the immediate owner is owned or controlled by another entity then enter the following information:

Highest-level owner CAGE code: \_\_\_\_\_  
 Highest-level owner legal name: \_\_\_\_\_

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(Do not use a "doing business as" name)

(END OF CLAUSE)

**ADDENDUM TO 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. Add the following clauses:

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

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

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

**2. Paragraph (t), *System for Award Management*.**

Add the following paragraph:

(a) 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—

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) 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—

- (1) 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;
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;
- (3) 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
- (4) The Government has marked the record "Active".

(END OF CLAUSE)

**FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (JAN 2016)** Replace and update with the following clauses:

**CONTINUED ON NEXT PAGE**

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

(1) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015)

(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)).

52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509).

52.204-07, System for Award Management (JUL 2013)

52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Oct 2015) (Pub. L. 109-282) (31 U.S.C. 6101 note).

52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).

52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013)

52.209-10, Prohibition on Contracting With Inverted Domestic Corporations (Nov 2015)

52.219-8, Utilization of Small Business Concerns (Oct 2014) (15 U.S.C. 637(d)(2) and (3)).

52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2016) (E.O. 13126).

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

52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).

52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212)

52.222-36, Equal Opportunity for Workers With Disabilities (Jul 2014)

52.222-37, Employment Reports on Veterans (Oct 2015) (38 U.S.C. 4212).

52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

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 (Oct 2015). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran—Representation and Certification.

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

52.242-17, Government Delay of Work (Apr 1984)

(END OF CLAUSE)

**The Contractor shall comply with the following DFAR clauses included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items.**

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

252.204-7004 Alternate A, System for Award Management (Feb 2014)

252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEC 2015)

252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information (DEC 2015)

**CONTINUED ON NEXT PAGE**



252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015)

252.205-7000, Provision of Information to Cooperative Agreement Holders (NOV 2004)

252.223-7008, Prohibition of Hexavalent Chromium. (JUN 2013)

252.225-7000, Buy American—Balance of Payments Program Certificate (JAN 2014)

252.225-7001, Buy American and Balance of Payments Program (NOV 2014)

252.225-7012, Preference for Certain Domestic Commodities (FEB 2013)

252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)

252.243-7002, Requests for Equitable Adjustment (DEC 2012)

252.244-7000, Subcontracts for Commercial Items (JUN 2013)

(END OF CLAUSE)

**52.211-9010 Shipping Label Requirements – Military Standard (MIL-STD) 129P (APR 2014)**

**52.211-9014 Contractor Retention of Traceability Documentation (AUG 2012)**

**52.211-9046 Food and Drug Administration (FDA) Compliance – DLA Troop Support Medical and Subsistence (Nov 2011)**

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations there under, the contractor shall, at the Government's option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

(END OF ADDENDUM)

**52.212-04 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (MAY 2015) FAR**

(a) Inspection/Acceptance. The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights—

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) Assignment. The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of

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Claims Act ([31 U.S.C. 3727](#)). However, when a third party makes payment (e.g., use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) Changes. Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) Disputes. This contract is subject to the Contract Disputes Act of 1978, as amended ([41 U.S.C. 601-613](#)). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR [52.233-1](#), Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) Definitions. The clause at FAR [52.202-1](#), Definitions, is incorporated herein by reference.

(f) Excusable delays. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) Invoice.

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

(i) Name and address of the Contractor;

(ii) Invoice date and number;

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

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

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

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

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

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

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

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

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

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

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

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

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

(i) Payment.—

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

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

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

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

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

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

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

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

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

(D) Contractor point of contact.

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

(6) Interest.

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- (i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) Final decisions. The Contracting Officer will issue a final decision as required by [33.211](#) if—
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see [32.607-2](#)).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—
- (A) The date on which the designated office receives payment from the Contractor;
- (B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or
- (C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.
- (vii) The interest charge made under this clause may be reduced under the procedures prescribed in [32.608-2](#) of the Federal Acquisition Regulation in effect on the date of this contract.
- (j) Risk of loss. Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:
- (1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or
- (2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.
- (k) Taxes. The contract price includes all applicable Federal, State, and local taxes and duties.
- (l) Termination for the Government's convenience. The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.
- (m) Termination for cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.
- (n) Title. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.
- (o) Warranty. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.
- (p) Limitation of liability. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.
- (q) Other compliances. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.
- (r) Compliance with laws unique to Government contracts. The Contractor agrees to comply with [31 U.S.C. 1352](#) relating to limitations on the use of appropriated funds to influence certain Federal contracts; [18 U.S.C. 431](#) relating to officials not to benefit; [40 U.S.C. 3701](#), et seq., Contract Work Hours and Safety Standards Act; [41 U.S.C. 51-58](#), Anti-Kickback Act of 1986; [41 U.S.C. 265](#) and [10 U.S.C. 2409](#) relating to whistleblower protections; [49 U.S.C. 40118](#), Fly American; and [41 U.S.C. 423](#) relating to procurement integrity.
- (s) Order of precedence. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:
- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.
- (3) The clause at [52.212-5](#).
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.

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- (6) Other paragraphs of this clause.
- (7) The [Standard Form 1449](#).
- (8) Other documents, exhibits, and attachments.
- (9) The specification.
- (t) Central Contractor Registration (CCR).
- (1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.
- (2)(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in FAR [Subpart 42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to (A) change the name in the CCR database; (B) comply with the requirements of [Subpart 42.12](#); and (C) agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.
- (ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.
- (3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see [Subpart 32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.
- (4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through <https://www.acquisition.gov> or by calling 1-888-227-2423 or 269-961-5757.

**52.212-05 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (OCT 2015) FAR**

- (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - (1) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).
    - Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
  - (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
  - (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L.108-77, 108-78).
- (b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
  - [Contracting Officer check as appropriate.]
  - (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEPT 2006), with Alternate I (OCT 1995) (41 U.S.C., 253g and 10 U.S.C. 2402).
  - (2) 52.203-13, Contractor Code of Business Ethics and Conduct (APR 2010) (Pub. L.110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).
  - (3) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5).
  - (4) 52.204-10, Reporting Executive Compensation and First - Tier Subcontract Awards (JUL 2013) (Pub. L.109-282) (31 U.S.C. 6101 note).
  - (5) 52.204-11, American Recovery and Reinvestment Act – Reporting Requirements (JUL 2010) (Pub. L. 111-5).
  - (6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (AUG 2013) (31 U.S.C. 610 note). (Applies to contracts over \$30,000). (Not applicable to subcontracts for the acquisition of commercially available off-the shelf items).
  - (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) (41 U.S.C. 2313).
  - (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).
  - (9) 52.219-3, Notice of Total HUBZone Set-Aside or Sole Source Award (NOV 2011) (15 U.S.C. 657a).
  - (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
  - (11) [Reserved]

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- [ X ] (12)(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)
- [ ] (13)(i) 52.219-7 , Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).
- [ ] (ii) Alternate I (OCT 1995) of 52.219-7.
- [ ] (iii) Alternate II (MAR 2004) of 52.219-7.
- [ X ] (14) 52.219-8, Utilization of Small Business Concerns (JUL 2013) (15 U.S.C. 637(d)(2) and (3)).
- [ ] (15)(i) 52.219-9, Small Business Subcontracting Plan (JUL 2013) (15 U.S.C. 637(d)(4)).
- [ ] (ii) Alternate I (OCT 2001) of 52.219-9.
- [ ] (iii) Alternate II (OCT 2001) of 52.219-9.
- [ ] (iv) Alternate III (JUL 2010) of 52.219-9.
- [ ] (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- [ X ] (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).
- [ ] (18) 52.219-16, Liquidated Damages - Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [ ] (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (OCT 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).
- [ ] (ii) Alternate I (JUNE 2003) of 52.219-23.
- [ ] (20) 52.219-25, Small Disadvantaged Business Participation Program - Disadvantaged Status and Reporting (DEC 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).
- [ ] (21) 52.219-26, Small Disadvantaged Business Participation Program - Incentive Subcontracting (OCT 2000) (Pub. L. 03-355, section 7102, and 10 U.S.C. 2323).
- [ ] (22) 52.219- 27, Notice of Total Service-Disabled Veteran-Owned Small Business Set -Aside (NOV 2011) (15 U.S.C. 657f).
- [ X ] (23) 52.219-28, Post Award Small Business Program Representation (JUL 2013) (15 U.S.C. 632(a)(2)).
- [ ] (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (JUL 2013).
- [ ] (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (JUL 2013).
- [ X ] (26) 52.222-3, Convict Labor (JUNE 2003) (E.O.11755).
- [ X ] (27) 52.222-19, Child Labor - Cooperation with Authorities and Remedies (DEC 2013) (E.O. 13126).
- [ X ] (28) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- [ X ] (29) 52.222-26, Equal Opportunity (MAR 2007) (E.O.11246).
- [ ] (30) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).
- [ ] (31) 52.222-36, Affirmative Action for Workers with Disabilities (OCT 2010 ) (29 U.S.C. 793).
- [ X ] (32) 52.222-37, Employment Reports on Veterans (SEP 2010) (38 U.S.C. 4212).
- [ X ] (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496) .
- [ ] (34) 52.222-54, Employment Eligibility Verification (AUG 2013). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- [ ] (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- [ ] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items).
- [ ] (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (42 U.S.C. 8259b).
- [ ] (37)(i) 52.223-16, EEE 1680 Standard for the Environmental Assessment of Personal Computer Products (DEC 2007) (E.O. 13423).
- [ ] (ii) Alternate I (DEC 2007) of 52.223-16.
- [ X ] (38) 52.223-18, Encouraging Contractor Policy to Ban Text Messaging While Driving (AUG 2011) (E.O. 13513).
- [ ] (39) 52.225-1, Buy American Act - Supplies (FEB 2009) (41 U.S.C. 10a-10d).
- [ ] (40)(i) 52.225-3, Buy American Act - Free Trade Agreements - Israeli Trade Act (NOV 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78,108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- [ ] (ii) Alternate I (MAR 2012) of 52.225-3.
- [ ] (iii) Alternate II (MAR 2012) of 52.225-3.
- [ ] (iv) Alternate III (MAR 2012) of 52.225-3.
- [ ] (41) 52.225-5, Trade Agreements (NOV 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note) .
- [ X ] (42) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2008) (E.O.'s , proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- [ ] (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- [ ] (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- [ ] (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [ ] (46) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- [ X ] (47) 52.232-33, Payment by Electronic Funds Transfer – System for Award Management (JUL 2013) (31 U.S.C. 3332).
- [ ] (48) 52.232-34, Payment by Electronic Funds Transfer—Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- [ ] (49) 52.232-36, Payment by Third Party (JUL 2013 ) (31 U.S.C. 3332).

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

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

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

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

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

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

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

[ ] (4) 52.222-44, Fair Labor Standards Act and Service Contract Act—Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

[ ] (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance Calibration, or Repair of Certain Equipment—Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

[ ] (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

[ ] (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L.110-247).

[ ] (8) 52.237-11, Accepting and Dispensing of \$1 Coin (SEPT 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637( d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns ) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities unities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (SEP 2010) (38 U.S.C. 4212).

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

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

Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (NOV 2007) (41 U.S.C. 351, et seq.).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services -Requirements (FEB 2009) (41 U.S.C. 351, et seq.).

(xii) 52.222-54, Employment Eligibility Verification (AUG 2013).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (MAR 2009) (Pub. L.110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx. 241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

(End of Clause)

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**CLAUSES ADDED TO PART 12 BY ADDENDUM****252.201-7000 CONTRACTING OFFICER'S REPRESENTATIVE (DEC 1991) DFARS****252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS****252.203-7997 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (OCT 2015) DFARS**

(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) Use of funds appropriated (or otherwise made available) by the Continuing Appropriations Act, 2016 (Pub. L. 114-53) or any other FY 2016 appropriations act that extends to FY 2016 funds the same prohibitions as contained in sections 743 of division E, title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) may be prohibited, if the Government determines that the Contractor is not in compliance with the provisions of this clause.

(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****52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR****52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (JUL 2013) FAR****52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2015) FAR****52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2015) FAR****252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS****252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2015) DFARS**

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

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification,

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performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified information that—

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or

(B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) *Controlled technical information.*

(B) *Critical information (operations security).* Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) *Export control.* Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

"Cyber incident" means actions taken through the use of computer networks that result in an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Malicious software" means computer software or firmware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapid(ly) report(ing)" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) *Adequate security.* The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or

(ii) For covered contractor information systems that are not part of an IT

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service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," (see <http://dx.doi.org/10.6028/NIST.SP.800-171>) that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer with the exception of the derived security requirement 3.5.3 "Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts", which will be required not later than 9 months after award of the contract, if the Contractor notified the contracting officer in accordance with paragraph (c) of the provision 252.204-7008, Compliance with Safeguarding Covered Defense Information Controls (DEVIATION 2016-O0001)(OCT 2015); or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection approved in writing by an authorized representative of the DoD Chief Information Officer (CIO) prior to contract award; and

(2) Apply other information systems security measures when the Contractor reasonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) *Cyber incident reporting requirement.*

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at <http://dibnet.dod.mil>.

(2) *Cyber incident report.* The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at <http://dibnet.dod.mil>.

(3) *Medium assurance certificate requirement.* In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see <http://iase.disa.mil/pki/eca/Pages/index.aspx>.

(d) *Malicious software.* The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) *Media preservation and protection.* When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) *Access to additional information or equipment necessary for forensic analysis.* Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) *Cyber incident damage assessment activities.* If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) *DoD safeguarding and use of contractor attributional/proprietary information.* The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) *Use and release of contractor attributional/proprietary information not created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

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- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) *Use and release of contractor attributional/proprietary information created by or for DoD.* Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(l) *Other safeguarding or reporting requirements.* The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) *Subcontracts.* The Contractor shall—

(1) Include the substance of this clause, including this paragraph (m), in all subcontracts, including subcontracts for commercial items; and

(2) Require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

#### **52.204-9000 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (AUG 2014) DLAD**

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

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

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

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

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#### **52.211-16 VARIATION IN QUANTITY (APR 1984) FAR**

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(b) The permissible variation shall be limited to:

1% Percent increase

1% Percent decrease

This increase or decrease shall apply to THE QUANTITY AT THE LINE ITEM LEVEL. .

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

#### **252.211-7006 RADIO FREQUENCY IDENTIFICATION (SEP 2011) DFARS**

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(b)(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall affix passive RFID tags, at the case- and palletized-unit-load packaging levels, for shipments of items that—

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

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- (A) Subclass of Class I – Packaged operational rations.
- (B) Class II – Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
- (C) Class III – Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
- (D) Class IV – Construction and barrier materials.
- (E) Class VI – Personal demand items (non-military sales items).
- (F) Subclass of Class VIII – Medical materials (excluding pharmaceuticals, biologicals, and reagents – suppliers should limit the mixing of excluded and non-excluded materials).
- (G) Class IX – Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and
  - (ii) Are being shipped to one of the locations listed at <http://www.acq.osd.mil/log/rfid/> or to—
    - (A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to—
    - (B) The following location(s) deemed necessary by the requiring activity:

Contract Line, Subline, or Exhibit Line Item Number	Location Name	City	State	DoDAAC

- (2) The following are excluded from the requirements of paragraph (b)(1) of this clause:
  - (i) Shipments of bulk commodities.
  - (ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.
  - (c) The Contractor shall—
    - (1) Ensure that the data encoded on each passive RFID tag are globally unique (i.e., the tag ID is never repeated across two or more RFID tags and conforms to the requirements in paragraph (d) of this clause;
    - (2) Use passive tags that are readable; and
    - (3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.
  - (d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC™ Tag Data Standards in effect at the time of contract award. The EPC™ Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.
    - (1) If the Contractor is an EPCglobal™ subscriber and possesses a unique EPC™ company prefix, the Contractor may use any of the identifiers and encoding instructions described in the most recent EPC™ Tag Data Standards document to encode tags.
    - (2) If the Contractor chooses to employ the DoD identifier, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) code and shall encode the tags in accordance with the tag identifier details located at [http://www.acq.osd.mil/log/rfid/tag\\_data.htm](http://www.acq.osd.mil/log/rfid/tag_data.htm). If the Contractor uses a third-party packaging house to encode its tags, the CAGE code of the third-party packaging house is acceptable.
    - (3) Regardless of the selected encoding scheme, the Contractor with which the Department holds the contract is responsible for ensuring that the tag ID encoded on each passive RFID tag is globally unique, per the requirements in paragraph (c)(1).
  - (e) Advance shipment notice. The Contractor shall use Wide Area WorkFlow (WAWF), as required by DFARS [252.232-7003](#), Electronic Submission of Payment Requests, to electronically submit advance shipment notice(s) with the RFID tag ID(s) (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at <https://wawf.eb.mil/>.

**52.211-9010 SHIPPING LABEL REQUIREMENTS – MILITARY STANDARD (MIL-STD) 129P (NOV 2011), ALT I (AUG 2005) DLAD**

**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 100, 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 25,000 ;
  - (2) Any order for a combination of items in excess of 100,000 ; or
  - (3) A series of orders from the same ordering office within 7 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 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.
- (End of clause)

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

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period ; provided, that the Contractor shall not be required to make any deliveries under this contract after THE END OF THE CONTRACT ORDERING PERIOD.
- (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 DATE OF AWARD through END OF CONTRACT PERIOD (54 MONTHS/4.5 YEARS) *[insert dates]*.

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**52.216-9036 EVALUATION OF OFFERS - ECONOMIC PRICE ADJUSTMENT (FEB 2009) DLAD****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 3 *[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 30 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 54 MONTHS/4.5 YEARS (months) (years).
- (End of clause)

**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****52.246-9012 PREPARATION FOR DELIVERY AND INSPECTION OF FRESH FRUITS AND VEGETABLES (NOV 2011) DLAD**

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**52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (NOV 2011) DLAD**

(a) The Contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The Contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

(b) Unless otherwise authorized by the Contracting Officer, the Contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage Contractor's account at origin or destination. (For product rejected at destination and returned to the Contractor's plant, the 72 hour period starts with the time of Contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the Contractor must notify the Government inspector.

(End of Clause)

**52.246-9066 DOCUMENTATION OF TRACEABILITY (JAN 2009) DLAD****52.247-34 F.O.B. DESTINATION (NOV 1991) FAR****252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) DFARS****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****252.225-7048 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 (APR 2014) DLAD****52.232-39 UNENFORCEABILITY OF UNAUTHORIZED OBLIGATIONS (JUN 2013) FAR**

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**Attachments**

**List of Attachments**

Description	File Name
Attachment 1	Schedule of Items
Attachment 2	Customer List Zone 1
Attachment 3	New Item Request
Attachment 4	EDI Guide
Attachment 5	STORES Vendor Catalog
Attachment 6	STORES Reconciliation Vendor EDI Guide
Attachment 7	Reverse Auction

**Part 12 Provisions**

**52.212-01 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2015)**

**52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 2015) FAR**

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <https://www.acquisition.gov> If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (o) of this provision.

(a) Definitions. As used in this provision—

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

“Forced or indentured child labor” means all work or service—

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

“Inverted domestic corporation” as used in this section, but now is incorporated in a foreign country, or is a subsidiary whose parent corporation is incorporated in a foreign country, that meets the criteria specified in 6 U.S.C 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c). An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue code at 26 U.S.C. 7874.

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

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



(10) FSC 9630, Additive Metal Materials.

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

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

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

“Sensitive technology” –

(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically -

- (i) To restrict the free flow of unbiased information in Iran; or
- (ii) To disrupt, monitor, or otherwise restrict speech of the people or Iran; and
- (2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

(1) Means a small business concern—

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

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

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

- (1) Directly by a parent corporation; or
- (2) Through another subsidiary of a parent corporation.

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

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

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

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

- (1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

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

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

**CONTINUED ON NEXT PAGE**

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <https://www.acquisition.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representations and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), **except for paragraphs \_\_\_\_\_**.

[Offeror to identify the applicable paragraphs at (c) through (o) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

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

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

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

**The offeror represents, for general statistical purposes, that it ( ) is, ( ) is not a small disadvantaged business concern as defined in 13 CFR 124.1002.**

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

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

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

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

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

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

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

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

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

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

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

(i) General. The offeror represents that either—

**(A) It [ ] is, [ ] is not certified by the Small Business Administration** as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the CCR Dynamic Small Business Search database maintained by the Small Business Administration, and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

**(B) It [ ] has, [ ] has not submitted a completed application to the Small Business Administration** or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**(2) Foreign End Products:**

Line Item No.	Country of Origin

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(List as necessary)

(3) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.  
 (g)(1) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate. (Applies only if the clause at FAR 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act, is included in this solicitation.)  
 (i) The offeror certifies that each end product, except those listed in paragraph (g)(1)(ii) or (g)(1)(iii) of this provision, is a domestic end product and that for other than COTS items, the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The terms “Bahrainian, Moroccan, Omani, or Peruvian end product,” “commercially available off-the-shelf (COTS) item,” “component,” “domestic end product,” “end product,” “foreign end product,” “Free Trade Agreement country,” “Free Trade Agreement country end product,” “Israeli end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.”  
 (ii) The offeror certifies that the following supplies are Free Trade Agreement country end products (other than Bahrainian, Moroccan, Omani, Panamanian, or Peruvian end products) or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

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

Line Item No.	Country of Origin

(List as necessary)

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

**Other Foreign End Products:**

Line Item No.	Country of Origin

(List as necessary)

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.  
 (2) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:  
 (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

**Canadian End Products:**

Line Item No.	Country of Origin

(List as necessary)

(3) Buy American Act—Free Trade Agreements—Israeli Trade Act Certificate, Alternate II. If Alternate II to the clause at FAR 52.225-3 is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:  
 (g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act”:

**Canadian or Israeli End Products:**

Line Item No.	Country of Origin

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(List as necessary)

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

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

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

Line Item No.	Country of Origin

(List as necessary)

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

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

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

**Other End Products:**

Line Item No.	Country of Origin

(List as necessary)

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

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

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

**(2) ( ) Have, ( ) have not, within a three-year period** preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a Federal, state or local government contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property;

**(3) ( ) Are, ( ) are not presently indicted for**, or otherwise criminally or civilly charged by a Government entity with, commission of any of these offenses enumerated in paragraph (h)(2) of this clause; and

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

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

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

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

(ii) Examples.

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

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

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

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

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

**(1) Listed end products.**

Listed End Product	Listed Countries of Origin

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

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

(ii) **The offeror may supply an end product** listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture any such end product furnished under this contract. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

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

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

(2)  **Outside the United States.**

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

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

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

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

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

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

- (i) The services under the contract are offered and sold regularly to non-Governmental customers, and are provided by the offeror (or subcontractor in the case of an exempt subcontract) to the general public in substantial quantities in the course of normal business operations;
- (ii) The contract services will be furnished at prices that are, or are based on, established catalog or market prices (see FAR 22.1003-4 (d)(2)(iii));
- (iii) Each service employee who will perform the services under the contract will spend only a small portion of his or her time (a monthly average of less than 20 percent of the available hours on an annualized basis, or less than 20 percent of available hours during the contract period if the contract period is less than a month) servicing the Government contract; and
- (iv) The compensation (wage and fringe benefits) plan for all service employees performing work under the contract is the same as that used for these employees and equivalent employees servicing commercial customers.

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

- (i) If the offeror does not certify to the conditions in paragraph (k)(1) or (k)(2) and the Contracting Officer did not attach a Service Contract Act wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and
- (ii) The Contracting Officer may not make an award to the offeror if the offeror fails to execute the certification in paragraph (k)(1) or (k)(2) of this clause or to contact the Contracting Officer as required in paragraph (k)(3)(i) of this clause.

(l) Taxpayer Identification Number (TIN) (26 U.S.C 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to a central contractor registration database to be eligible for award.)

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

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

**(3) Taxpayer Identification Number (TIN).**

- TIN: \_\_\_\_\_.
- TIN has been applied for.
- TIN is not required because:
- Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;
- Offeror is an agency or instrumentality of a foreign government;
- Offeror is an agency or instrumentality of the Federal Government.

**(4) Type of organization.**

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

**(5) Common parent.**

- Offeror is not owned or controlled by a common parent;
- Name and TIN of common parent:  
Name \_\_\_\_\_.  
TIN \_\_\_\_\_.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

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



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

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

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

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

(1) The offeror shall e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

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

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

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

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

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

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

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

(End of provision)

#### **52.212-03 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (MAR 2015), ALT I (OCT 2014) FAR**

As prescribed in 12.301(b)(2), add the following paragraph (c)(12) to the basic provision:

(12) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(8) of this provision.)

**The offeror shall check the category in which its ownership falls:**

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory of the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

#### **PROVISIONS ADDED TO PART 12 BY ADDENDUM**

#### **252.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS**

#### **252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2015) DFARS**

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

“Controlled technical information,” “covered contractor information system,” and “covered defense information” are defined in clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015).

(b) The security requirements required by contract clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEVIATION 2016-O0001)(OCT 2015) shall be implemented for all covered defense information on all covered contractor information systems that support the performance of this contract.

(c) If the Offeror anticipates that additional time will be necessary to implement derived security requirement 3.5.3 “Use of multifactor authentication for local and network access to privileged accounts and for network access to non-privileged accounts” within National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, “Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations (see <http://dx.doi.org/10.6028/NIST.SP.800-171>), the Offeror shall notify the Contracting Officer that they will implement the requirement within 9 months of contract award.

(d) If the Offeror proposes to deviate from any of the security requirements in NIST SP 800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, the Offeror shall submit to the Contracting Officer, for consideration by the DoD Chief Information Officer (CIO), a written explanation of—

(1) Why a particular security requirement is not applicable; or

**CONTINUED ON NEXT PAGE**

(2) How an alternative, but equally effective, security measure is used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection.

(e) An authorized representative of the DoD CIO will approve or disapprove offeror requests to deviate from NIST SP 800-171 requirements in writing prior to contract award. Any approved deviation from NIST SP 800-171 shall be incorporated into the resulting contract.  
(End of provision)

#### **52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) FAR**

(a) Definitions. As used in this provision—

“Administrative proceeding” means a non-judicial process that is adjudicatory in nature in order to make a determination of fault or liability (e.g., Securities and Exchange Commission Administrative Proceedings, Civilian Board of Contract Appeals Proceedings, and Armed Services Board of Contract Appeals Proceedings). This includes administrative proceedings at the Federal and State level but only in connection with performance of a Federal contract or grant. It does not include agency actions such as contract audits, site visits, corrective plans, or inspection of deliverables.

“Federal contracts and grants with total value greater than \$10,000,000” means—

- (1) The total value of all current, active contracts and grants, including all priced options; and
- (2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

“Principal” means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a division or business segment; and similar positions).

(b) The offeror [ ] has [ ] does not have current active Federal contracts and grants with total value greater than \$10,000,000.

(c) If the offeror checked “has” in paragraph (b) of this provision, the offeror represents, by submission of this offer, that the information it has entered in the Federal Awardee Performance and Integrity Information System (FAPIS) is current, accurate, and complete as of the date of submission of this offer with regard to the following information:

(1) Whether the offeror, and/or any of its principals, has or has not, within the last five years, in connection with the award to or performance by the offeror of a Federal contract or grant, been the subject of a proceeding, at the Federal or State level that resulted in any of the following dispositions:

- (i) In a criminal proceeding, a conviction.
- (ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of \$5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

- (A) The payment of a monetary fine or penalty of \$5,000 or more; or
- (B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

(iv) In a criminal, civil, or administrative proceeding, a disposition of the matter by consent or compromise with an acknowledgment of fault by the Contractor if the proceeding could have led to any of the outcomes specified in paragraphs (c)(1)(i), (c)(1)(ii), or (c)(1)(iii) of this provision.

(2) If the offeror has been involved in the last five years in any of the occurrences listed in (c)(1) of this provision, whether the offeror has provided the requested information with regard to each occurrence.

(d) The offeror shall post the information in paragraphs (c)(1)(i) through (c)(1)(iv) of this provision in FAPIS as required through maintaining an active registration in the Central Contractor Registration database via <https://www.acquisition.gov> (see 52.204-7).

(End of provision)

#### **252.209-7002 DISCLOSURE OF OWNERSHIP OR CONTROL BY A FOREIGN GOVERNMENT (JUN 2010) DFARS**

#### **252.209-7999 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW (DEVIATION 2012-O0004) (JAN 2012)**

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012, (Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that-

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

(2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that-

(1) It is [ ] is not [ ] a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability,

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(2) It is [ ] is not [ ] a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(End of provision)

**52.211-9009 NON-ACCEPTABILITY OF GOVERNMENT SURPLUS MATERIAL (NOV 2011) DLAD**

**52.211-9011 DELIVERY TERMS AND EVALUATION (APR 2014) DLAD**

**252.215-7008 ONLY ONE OFFER (OCT 2013) DFARS**

**52.215-9023 REVERSE AUCTIONS (OCT 2013) (DLAD)**

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

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

(b) Following the decision to conduct discussions using on-line reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide offerors determined to be in the competitive range with information concerning the on-line auction process. The Government intends to use a commercial web-based product to conduct the reverse auction.

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

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

(e) The reverse auction system currently in use designates offers as "Lead," meaning the current low price in that auction, or "Not Lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "Lead" and the second or subsequent offer of that price as "Not Lead." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted, the "Not Lead" offeror that submitted the tie offer must offer a changed price; it will be ineligible for award if the final price in the auction is the tie offer price.

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

(g) The following information is provided regarding the procedures to be followed if a reverse auction is conducted.

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

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

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

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

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

(6) Training:

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

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

(End of Provision)

**52.216-01 TYPE OF CONTRACT (APR 1984) FAR**

The Government contemplates award of a FIXED PRICE WITH ECONOMIC PRICE ADJUSTMENT (FP WITH EPA), INDEFINITE DELIVERY, INDEFINITE QUANTITY (IDIQ) contract resulting from this solicitation.  
(End of provision)

**52.217-05 EVALUATION OF OPTIONS (JUL 1990) FAR**

**52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD**

**52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011) DLAD**

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

[ ]. Alternate wording may be negotiated with the contracting officer.

**52.252-01 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) - FAR**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):  
<http://www.dla.mil/Acquisition> and <http://farsite.hil.af.mil/> .  
(End of Provision)

**52.233-02 SERVICE OF PROTEST (SEP 2006) FAR**

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from DLA TROOP SUPPORT PACIFIC, 440 FULLER WAY BLDG 280, PEARL HARBOR, HI 96860-4967. [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.  
(End of Clause)

**SPE302-16-D-P007 DOD TROOPS CUSTOMERS - SCHEDULE OF ITEMS**

**Vendor Name & Cage Code:** Manson Products Co., Inc. Cage: 49ZT6

Item #	Stock Number	Avg Gov CATCH Wt	Unit of Measure	Item Description	Est Cases Per 18 Months	Unit of Issue
		PER POUND except as noted		Distribution Price Per Pound		
1	8915-01-E31-0505	40	LB	APPLES FUJI 72 CT 8/5# CELLO, 40 LBS CASE	109	CS
2	8915-01-E31-0510	36	LB	APPLES GREEN 100 CT 3# CELLO, 36 LBS CASE	238	CS
3	8915-01-E31-0219	40	LB	APPLES, FUJI, 72-88 CT, 1/40 lb cs	1,605	CS
4	8915-01-E31-0504	5	LB	APPLES, FUJI, 72-88 CT, 1/5 lb cs	371	CS
5	8915-01-E31-0506	40	LB	APPLES, GALA, 72-88 CT, FRESH, 1/40 lb cs	141	CS
6	8915-01-E31-0280	40	LB	APPLES, GOLDEN DELICIOUS, FRESH, 1/40 lb cs	165	CS
7	8915-01-E31-0507	5	LB	APPLES, GOLDEN DELICIOUS, FRESH, 1/5 lb cs	86	CS
8	8915-01-E31-0508	40	LB	APPLES, GOLDEN, 100/113 CT, FRESH, 1/40 lb cs	31	CS
9	8915-01-E31-1427	40	LB	APPLES, GRANNY SMITH, FRESH, 1/40 lb cs	124	CS
10	8915-01-E31-0220	40	LB	APPLES, GREEN, 72-88 CT, FRESH, 1/40 lb cs	1,301	CS
11	8915-01-E31-0509	5	LB	APPLES, GREEN, 72-88 CT, FRESH, 1/5 lb cs	106	CS
12	8915-01-E31-0511	5	LB	APPLES, RED 100 CT, FRESH, 1/5 lb cs	163	CS
13	8915-01-E31-0512	40	LB	APPLES, RED DELICIOUS, 113 CT, FRESH, 1/40 lb cs	120	CS
14	8915-01-E31-0284	40	LB	APPLES, RED DELICIOUS, 75-80 CT, FRESH, 1/40 lb cs	1,986	CS
15	8915-01-E31-2090	40	LB	APPLES, RED, FRESH 72 CT, 1/40 lb cs	104	CS
16	8915-01-E31-0519	18	LB	ARTICHOKES, FRESH, 1/18 lb cs	6	CS
17	8915-01-E31-0224	1	LB	ASPARAGUS MED-LG, 1 LB	225	CS
18	8915-01-E31-0225	11	LB	ASPARAGUS, MED-LG, 1/11 lb cs	550	CS
19	8915-01-E31-2619	25	LB	AVOCADO, 1/25 lb cs	506	CS
20	8915-01-E31-0521	5	LB	AVOCADO, US, 1/5 lb cs	429	CS
21	8915-01-E31-0522	35	LB	BANANA APPLE, CLR, #3, FRESH, 1/35 lb cs	75	CS
22	8915-01-E31-0229	1	LB	BANANA STG #1, 1 LB	653	CS
23	8915-01-E31-0523	1	LB	BANANA STG #2, 1 LB	6,116	CS
24	8915-01-E31-0232	1	LB	BANANA STG #3, 1 LB	9,586	CS
25	8915-01-E31-0233	1	LB	BANANA STG #4, 1 LB	1,561	CS
26	8915-01-E31-0234	1	LB	BANANA STG #5, 1 LB	510	CS
27	8915-01-E31-0208	40	LB	BANANA, PLANTAINS, FRESH, 1/40 lb case	14	CS
28	8915-01-E31-0013	40	LB	BANANAS, YELLOW, STAGE #1, FRESH, 1/40 lb cs	78	CS
29	8915-01-E31-0014	40	LB	BANANAS, YELLOW, STAGE #2, FRESH, 1/40 lb cs	581	CS
30	8915-01-E31-0290	40	LB	BANANAS, YELLOW, STAGE #3, FRESH, 1/40 lb cs	1,704	CS
31	8915-01-E31-0016	40	LB	BANANAS, YELLOW, STAGE #4, FRESH, 1/40 lb cs	2,502	CS
32	8915-01-E31-0017	40	LB	BANANAS, YELLOW, STAGE #5, FRESH, 1/40 lb cs	1,506	CS
33	8915-01-E31-0527	5	LB	BEANS, GREEN, (CHINESE LONG), 1/5 lb cs	83	CS
34	8915-01-E31-0528	15	LB	BEANS, GREEN, (CHINESE LONG), 15/1 lb pg	9	CS
35	8915-01-E31-0526	30	LB	BEANS, GREEN, (SRING), 1/30 LB cs	10	CS
36	8915-01-E31-0530	5	LB	BEANS, GREEN, 5/1#, FRESH, 5/1 lb pg	23	CS
37	8915-01-E31-2061	1	LB	BEANS, GREEN, FRESH, 1 LB PG	67	CS
38	8915-01-E31-0236	5	LB	BEETS RED TOP OFF, FRESH, 1/5 lb cs	66	CS
39	8915-01-E31-0253	1	CS	BERRY, BLACKBERRIES, FRESH, 12/6 oz pg, 4.5 lb cs	82	CS
40	8915-01-E31-0254	1	CS	BERRY, BLUEBERRIES, FRESH, 12/6 oz pg, 4.5 lb cs	142	CS
41	8915-01-E31-0443	4	LB	BERRY, RASPBERRY, 1/4 lb cs	410	CS
42	8915-01-E31-0259	10	LB	BERRY, STRAWBERRIES, FRESH, 12 loose pints, 10 lb case	234	CS
43	8915-01-E31-0596	20	LB	BROCCOLI FLORETS, FRESH, 1/20 lb cs	118	CS
44	8915-01-E31-0595	5	LB	BROCCOLI FLORETS, FRESH, 1/5 lb cs	1,000	CS
45	8915-01-E31-0592	1	LB	BROCCOLI, FRESH, 1/1 lb cs	772	CS
46	8915-01-E31-0252	20	LB	BROCCOLI, FRESH, 1/20 lb cs	1,798	CS
47	8915-01-E31-0255	1	LB	CABBAGE CHINESE (WON BOK), 1 LB	3,106	CS
48	8915-01-E31-0258	1	LB	CABBAGE CHOISUM, 1 LB	2,948	CS
49	8915-01-E31-0261	20	LB	CABBAGE CHOISUM, 20 LBS CASE	42	CS
50	8915-01-E31-0263	1	LB	CABBAGE RED, 1 LB	47	CS
51	8915-01-E31-0269	1	LB	CABBAGE WHITE STEM BABY (BOK CHOY), 1 LB	1,356	CS
52	8915-01-E31-0597	35	LB	CABBAGE, CHINESE, WON BOK, FRESH, 1/35 lb cs	5	CS
53	8915-01-E31-0262	45	LB	CABBAGE, GREEN TRIM, FRESH, 1/45 lb cs	548	CS
54	8915-01-E31-0599	50	LB	CABBAGE, GREEN, BULK, FRESH, 1/50 lb cs	745	CS
55	8915-01-E31-0600	5	LB	CABBAGE, GREEN, SHREDDED, FRESH, 1/5 lb cs	474	CS
56	8915-01-E31-0264	20	LB	CABBAGE, RED, FRESH, 1/20 lb cs	223	CS
57	8915-01-E31-1948	5	LB	CABBAGE, RED, FRESH, 1/5 lb cs	14	CS
58	8915-01-E31-0267	25	LB	CABBAGE, WHITE STEM, BOK CHOY, FRESH, 1/25 lb cs	34	CS
59	8915-01-E31-0618	5	LB	CABBAGE, WHITE STEM, BOK CHOY, FRESH, 1/5 lb cs	39	CS
60	8915-01-E31-1980	5	LB	CARROTS WHOLE PEELED, 1/5 lb cs	130	CS
61	8915-01-E31-0121	10	LB	CARROTS, 1 LB BG, FRESH, 10/1 lb cs	213	CS
62	8915-01-E31-0271	40	LB	CARROTS, BABY CELLO, 40/1 LB, FRESH, 1/40 lb cs	87	CS
63	8915-01-E31-0272	5	LB	CARROTS, BABY CELLO, 5/1 LB, FRESH, 1/5 lb cs	365	CS
64	8915-01-E31-0709	5	LB	CARROTS, SHREDDED, 1/5 lb pg	1,054	CS
65	8915-01-E31-0625	5	LB	CARROTS, STICKS, 8/10 OZ, FRESH, 1/5 lb cs	680	CS

Item #	Stock Number	Avg Gov CATCH Wt	Unit of Measure	Item Description	Est Cases Per 18 Months	Unit of Issue
66	8915-01-E31-1250	5	LB	CARROTS, WHOLE, FRESH, 1/5 lb cs	402	CS
67	8915-01-E31-0274	50	LB	CARROTS, WHOLE, JUMBO, 1/50 lb cs	962	CS
68	8915-01-E31-0980	20	LB	CAULIFLOWER FLORETS, FRESH, 1/ 20 lb case	41	CS
69	8915-01-E31-0629	5	LB	CAULIFLOWER FLORETS, FRESH, 1/ 5 lb case	610	CS
70	8915-01-E31-0055	20	LB	CAULIFLOWER, FRESH, ind wrapped, 12 count, 1/20 lb cs	701	CS
71	8915-01-E31-0628	5	LB	CAULIFLOWER, FRESH, 1/5 lb cs	48	CS
72	8915-01-E31-0630	5	LB	CELERY HEARTS, FRESH, 1/5 lb cs	37	CS
73	8915-01-E31-0631	5	LB	CELERY STICKS, 8/10 OZ, FRESH, 1/5 lb cs	379	CS
74	8915-01-E31-0282	1	LB	CELERY WHOLE, 1 LB	2,844	CS
75	8915-01-E31-0281	55	LB	CELERY, UNWRAP, FRESH, 1/55 lb cs	763	CS
76	8915-01-E31-1258	5	LB	CELERY, WHOLE, FRESH, 1/5 lb cs	845	CS
77	8915-01-E31-0356	50	LB	CELERY, WRAPPED, FRESH, 1/50 lb cs	123	CS
78	8950-01-E31-0283	1	LB	CHIVES FLAT BUNCH, 1 LB	229	CS
79	8950-01-E31-0285	1	LB	CHIVES TUBULAR ROUND, 1 LB	248	CS
80	8915-01-E31-1483	1	LB	CILANTRO, FRESH, 1/1 lb cs	321	CS
81	8915-01-E31-0637	20	LB	CORN, HUSKED, 12/4 PACKS, FRESH, 1/20 lb cs	69	CS
82	8915-01-E31-0291	1	LB	CUCUMBER JAPANESE, 1 LB	34,910	CS
83	8915-01-E31-0286	1	LB	CUCUMBER, 1 LB	2,674	CS
84	8915-01-E31-1487	10	LB	CUCUMBER, FRESH, 1/10 lb cs	282	CS
85	8915-01-E31-0288	45	LB	CUCUMBER, FRESH, 1/45 lb cs	53	CS
86	8915-01-E31-1251	5	LB	CUCUMBER, FRESH, 1/5 lb cs	1,532	CS
87	8915-01-E31-0841	25	LB	CUCUMBER, US, FRESH, 1/25 lb cs	1,607	CS
88	8915-01-E31-0293	1	LB	EGGPLANT LONG, 1 LB	1,437	CS
89	8915-01-E31-0648	11	LB	EGGPLANT, LONG, FRESH, 1/ 11 lb case	71	CS
90	8915-01-E31-0649	20	LB	EGGPLANT, ROUND, FRESH, 1/ 20 lb case	23	CS
91	8915-01-E31-0294	1	LB	EGGPLANT, ROUND, FRESH, 1/1 lb case	481	CS
92	8915-01-E31-0296	1	LB	ENDIVE CHICORY, 1 LB	198	CS
93	8915-01-E31-0297	10	LB	ENDIVE, CHICORY, FRESH, 1/ 10 lb case	696	CS
94	8915-01-E31-0300	1	LB	GARLIC, 1 LB	317	CS
95	8915-01-E31-0650	30	LB	GARLIC, FRESH, 1/ 30 lb case	2	CS
96	8915-01-E31-0940	5	LB	GARLIC, FRESH, 1/5 lb cs	153	CS
97	8915-01-E31-0303	1	LB	GINGER ROOT, 1 LB	590	CS
98	8915-01-E31-0304	30	LB	GINGER ROOT, FRESH, 1/ 30 lb case	74	CS
99	8915-01-E31-1199	5	LB	GINGER ROOT, FRESH, 1/ 5 lb case	165	CS
100	8915-01-E31-0305	30	LB	GRAPEFRUIT, 27 CT, FRESH, 1/ 30 lb case	332	CS
101	8915-01-E31-0657	5	LB	GRAPEFRUIT, 27 CT, FRESH, 1/5 lb case	21	CS
102	8915-01-E31-0331	30	LB	GRAPEFRUIT, PINK/RED, FRESH, 32 count, 1/ 30 lb case	121	CS
103	8915-01-E31-0658	18	LB	GRAPES, BLACK, SEEDLESS, FRESH, 1/ 18 lb case	59	CS
104	8915-01-E31-0659	5	LB	GRAPES, GREEN, SEEDLESS, FRESH, 1/5 lb cs	428	CS
105	8915-01-E31-0660	18	LB	GRAPES, RED GLOBE, FRESH, 1/18 lb cs	25	CS
106	8915-01-E31-0333	18	LB	GRAPES, RED, SEEDLESS, FRESH, 1/ 18 lb case	1,622	CS
107	8915-01-E31-0661	5	LB	GRAPES, RED, SEEDLESS, FRESH, 1/ 5 lb case	307	CS
108	8915-01-E31-0334	18	LB	GRAPES, WHITE, SEEDLESS, FRESH, 1/ 18 lb case	678	CS
109	8915-01-E31-0307	15	LB	GREENS SWISS CHARD, 15 LBS CASE	3	CS
110	8915-01-E31-0664	20	LB	GREENS, KALE, FRESH, 1/ 20 lb case	106	CS
111	8915-01-E31-1785	1	LB	HERB, ARUGULA, FRESH, 1/1 lb pg	32	CS
112	8915-01-E31-1311	1	LB	HERB, BASIL, FRESH, 1/1 lb pg	715	CS
113	8915-01-E31-1940	1	LB	HERB, CHIVES, FRESH, 1/1 lb pg	59	CS
114	8915-01-E31-1597	1	LB	HERB, DILL, FRESH, 1/1 lb pg	35	CS
115	8915-01-E31-1568	1	LB	HERB, FENNEL, ANISE, FRESH, 1/1 lb pg	106	CS
116	8915-01-E31-1364	1	LB	HERB, MINT FRESH, 1/1 lb pg	569	CS
117	8915-01-E31-1600	1	LB	HERB, OREGANO, FRESH, 1/1 lb pg	34	CS
118	8915-01-E31-1681	1	LB	HERB, PARSLEY ITALIAN, FRESH, 1/1 lb pg	424	CS
119	8915-01-E31-1403	1	LB	HERB, ROSEMARY, FRESH, 1/1 lb pg	140	CS
120	8915-01-E31-1603	1	LB	HERB, SAGE, FRESH, 1/1 lb pg	18	CS
121	8915-01-E31-1605	1	LB	HERB, TARRAGON, FRESH, 1/1 lb pg	54	CS
122	8915-01-E31-1606	1	LB	HERB, THYME, FRESH, 1/1 lb pg	119	CS
123	8915-01-E31-0318	1	LB	JICAMA CHOP SUEY YAM, 1 LB	658	CS
124	8915-01-E31-0319	7	LB	KIWIFRUIT, FRESH, 1/7 lb case	1,031	CS
125	8915-01-E31-0322	1	LB	LEEKS, 1 LB	215	CS
126	8915-01-E31-1038	15	LB	LEEKS, FRESH, 1/15 lb cs	9	CS
127	8915-01-E31-0325	1	LB	LEMON GRASS, 1 LB	66	CS
128	8915-01-E31-0324	35	LB	LEMONS, 140 CT, FRESH, 1/ 35 LB case	695	CS
129	8915-01-E31-0323	1	LB	LEMONS, FRESH, 1/ 1 LB case	4,376	CS
130	8915-01-E31-0326	10	LB	LETTUCE BOSTON, FRESH, 1/10 lb cs	26	CS
131	8915-01-E31-0327	1	LB	LETTUCE FRISEE, 1 LB	99	CS
132	8915-01-E31-0336	1	LB	LETTUCE RADICCHIO, 1 LB	167	CS
133	8915-01-E31-0720	20	LB	LETTUCE ROMAINE HEARTS, 20 LBS CASE	331	CS
134	8915-01-E31-0981	20	LB	LETTUCE SHRED, 4/5#, FRESH, 1/ 20 lb case	87	CS
135	8915-01-E31-0727	5	LB	LETTUCE WRAP, FRESH, 1/5 lb cs	385	CS
136	8915-01-E31-0329	20	LB	LETTUCE, GREEN LEAF, FRESH, 1/ 20 lb case	523	CS
137	8915-01-E31-0337	20	LB	LETTUCE, RED LEAF, FRESH, 1/ 20 lb case	289	CS
138	8915-01-E31-1252	5	LB	LETTUCE, ROMAINE, CHOP, FRESH, 1/5 lbs	2,490	CS



Item #	Stock Number	Avg Gov CATCH Wt	Unit of Measure	Item Description	Est Cases Per 18 Months	Unit of Issue
139	8915-01-E31-0339	20	LB	LETTUCE, ROMAINE, FRESH, 1/ 20 lb case	4,301	CS
140	8915-01-E31-0721	5	LB	LETTUCE, ROMAINE, FRESH, 1/ 5 lb case	191	CS
141	8915-01-E31-0726	35	LB	LETTUCE, UNWRAP, FRESH, 1/ 35 lb case	2,337	CS
142	8915-01-E31-0728	30	LB	LETTUCE, WRAP, FRESH, 1/ 30 lb case	580	CS
143	8915-01-E31-0340	1	LB	LIMES, FRESH, 1/ 1 lb case	2,807	CS
144	8915-01-E31-0133	35	LB	LIMES, FRESH, 48 count, 1/ 35 lb case	361	CS
145	8915-01-E31-0341	10	LB	MANGOS, HALF RIPE, FRESH, 1/ 10 lb case	461	CS
146	8915-01-E31-0270	35	LB	MELON, CANTALOUPE, 9-12 CT, FRESH, 1/35 lb cs	4,235	CS
147	8915-01-E31-0620	5	LB	MELON, CANTALOUPE, FRESH, 1/5 lb cs	199	CS
148	8915-01-E31-0710	5	LB	MELON, HONEYDEW, FRESH, 1/5 LB CS	79	CS
149	8915-01-E31-0316	25	LB	MELON,HONEYDEW , 5-6 CT, FRESH,1/ 25 lb case	4,871	CS
150	8915-01-E31-0343	1	LB	MUSHROOM MED, 1 LB	219	CS
151	8915-01-E31-0346	1	LB	MUSHROOM SHIITAKE, 1 LB	349	CS
152	8915-01-E31-0345	5	LB	MUSHROOM, PORTABELLA, FRESH, 1/5 lb cs	175	CS
153	8915-01-E31-0731	6	LB	MUSHROOMS, 12/8 OZ, FRESH, 6 lb case	58	CS
154	8915-01-E31-0344	10	LB	MUSHROOMS, MED, 1/ 10 lb case	2,199	CS
155	8915-01-E31-1984	20	LB	NUT, PEANUT RAW 20/1 lb pg	21	CS
156	8915-01-E31-0740	5	LB	ONION DICED, FRESH, 1/5 lb cs	1,651	CS
157	8915-01-E31-0347	1	LB	ONION GREEN, 1 LB	7,634	CS
158	8915-01-E31-0348	5	LB	ONION GREEN, FRESH, 1/5 lb cs	504	CS
159	8915-01-E31-0534	5	LB	ONION RED MEDIUM, 5 LBS CASE	103	CS
160	8915-01-E31-0535	50	LB	ONION SUPER COLOSSAL, 50 LB CASE	56	CS
161	8915-01-E31-0533	50	LB	ONIONS, JUMBO, DRY, round, 1/ 50 lb case	1,692	CS
162	8915-01-E31-0742	48	LB	ONIONS, MED, 3# MESH, FRESH, 1/48 lb case	68	CS
163	8915-01-E31-0743	5	LB	ONIONS, MED, YELLOW, FRESH, 1/5 lb cs	1,078	CS
164	8915-01-E31-0746	25	LB	ONIONS, RED, JUMBO, FRESH, 1/ 25 lb case	575	CS
165	8915-01-E31-0747	5	LB	ONIONS, SLICED, FRESH, 1/5 lb cs	726	CS
166	8915-01-E31-0536	1	LB	ONIONS, SWEET FRESH, 1/ 1 lb case	815	CS
167	8915-01-E31-2008	5	LB	ONIONS, WHOLE, PEELED, FRESH, 1/5 lb case	135	CS
168	8915-01-E31-0744	50	LB	ONIONS, YELLOW, MED, FRESH, 1/ 50 lb case	210	CS
169	8915-01-E31-0537	1	LB	ORANGES 72 CT, 1 LB	759	CS
170	8915-01-E31-0752	35	LB	ORANGES, 113 CT, FRESH, 1/ 35 lb case	469	CS
171	8915-01-E31-1253	5	LB	ORANGES, FRESH, 1/5 lb cs	942	CS
172	8915-01-E31-0538	35	LB	ORANGES, FRESH, 72 ct, 1/35 lb case	3,045	CS
173	8915-01-E31-0760	35	LB	ORANGES, FRESH, 88 ct, 1/ 35 lb case	388	CS
174	8915-01-E31-0540	1	LB	PAPAYA GREEN (COOKING) (THAI), 1 LB	325	CS
175	8915-01-E31-0541	25	LB	PAPAYA GREEN (SOLO), 25 LBS CASE	61	CS
176	8915-01-E31-0858	10	LB	PAPAYA, FRESH, 1/2 ripe, 1/ 10 lb case	46	CS
177	8915-01-E31-0539	25	LB	PAPAYA, FRESH, 1/2 ripe, 1/ 25 lb case	2,081	CS
178	8915-01-E31-0763	25	LB	PAPAYA, FRESH, 1/4 RIPE, 1/ 25 lb case	99	CS
179	8915-01-E31-0472	8	LB	PAPAYA, FRESH, 8 TO 13 CT, 1/8 lb cs	168	CS
180	8915-01-E31-0764	25	LB	PAPAYA, RAINBOW, FRESH, 1/ 25 lb case	389	CS
181	8915-01-E31-0349	1	PG	PARSLEY CHINESE CILANTRO (BUNCH), FRESH, 3.2 oz pg	2,536	CS
182	8915-01-E31-0350	1	PG	PARSLEY CURLY AMERICAN (BUNCH), 4 oz pg	11,786	CS
183	8950-01-E31-0178	1	LB	PARSLEY US, FRESH, 1 lb case	146	CS
184	8915-01-E31-0375	10	LB	PEA PODS, SNOW OR SUGAR SNAP, FRESH, 1/ 10 lb case	19	CS
185	8915-01-E31-0475	1	LB	PEAR FRESH, 1/1 LB	1,098	CS
186	8915-01-E31-0771	40	LB	PEARS, ANJOU, FRESH, 1/40 lb case	1,039	CS
187	8915-01-E31-0772	11	LB	PEARS, ASIAN, 1/ 11 lb case	78	CS
188	8915-01-E31-0775	40	LB	PEARS, BOSCO, FRESH, 1/40 lb case	522	CS
189	8915-01-E31-1951	5	LB	PEARS, FRESH, 1/5 lb cs	88	CS
190	8915-01-E31-0548	1	LB	PEAS, CHINESE, FRESH 1/1 lb cs	679	CS
191	8915-01-E31-0549	1	LB	PEPPERS BELL GREEN, 1 LB	806	CS
192	8915-01-E31-0551	1	LB	PEPPERS BELL RED, 1 LB	1,003	CS
193	8915-01-E31-0553	1	LB	PEPPERS BELL YELLOW, 1 LB	1,050	CS
194	8915-01-E31-0780	11	LB	PEPPERS, BELL ORANGE, #1 FRESH, 1/11 LB CS	17	CS
195	8915-01-E31-0550	25	LB	PEPPERS, BELL, GREEN, FRESH, 1/ 25 lb case	2,287	CS
196	8915-01-E31-1255	5	LB	PEPPERS, BELL, GREEN, FRESH, 1/5 lb case	480	CS
197	8915-01-E31-0552	25	LB	PEPPERS, BELL, RED, FRESH, 1/ 25 lb case	718	CS
198	8915-01-E31-0195	5	LB	PEPPERS, BELL, RED, FRESH, 1/5 lb case	106	CS
199	8915-01-E31-0554	25	LB	PEPPERS, BELL, YELLOW, FRESH, 1/ 25 lb case	154	CS
200	8915-01-E31-1698	11	LB	PEPPERS, CHILI, RED, 1/11 LB CS	4	CS
201	8915-01-E31-0556	1	LB	PEPPERS, JALAPENO, GREEN, 1/ 1 lb case	432	CS
202	8915-01-E31-0046	11	LB	PEPPERS, MIXED, TRICOLOR, FRESH, 1/11 lb cs	62	CS
203	8915-01-E31-0558	1	LB	PEPPERS, POBLANO, FRESH, 1/1 lb cs	95	CS
204	8915-01-E31-0562	27	LB	PINEAPPLE 6 CT, 27 LBS CASE	10,562	CS
205	8915-01-E31-0563	27	LB	PINEAPPLE 7 CT, 27 LBS CASE	654	CS
206	8915-01-E31-1981	5	LB	PINEAPPLE, CHUCKS, 1/5 LB CS	83	CS
207	8915-01-E31-0564	27	LB	PINEAPPLE, FRESH, 9 ct, 27 lb case	1,087	CS
208	8915-01-E31-0365	27	LB	PINEAPPLE, FRESH, LOW ACID MAUI 1/27 lb case	878	CS
209	8915-01-E31-0565	1	LB	POI, FRESH, 1/ 1 lb	126	CS
210	8915-01-E31-0569	1	LB	POTATO SWEET (LOCAL ORANGE), 1 LB	2,810	CS
211	8915-01-E31-0213	50	LB	POTATO WHITE BAKING 100 CT 1/50 LBS CASE	205	CS
212	8915-01-E31-0373	50	LB	POTATOES, BAKING, 10/5 lb mesh, 1/50 lb cs	139	CS



Item #	Stock Number	Avg Gov CATCH Wt	Unit of Measure	Item Description	Est Cases Per 18 Months	Unit of Issue
213	8915-01-E31-0376	50	LB	POTATOES, BAKING, 50 CT, 1/50 lb case	598	CS
214	8915-01-E31-0379	5	LB	POTATOES, BAKING, 70 CT, 1/5 lb case	264	CS
215	8915-01-E31-0378	50	LB	POTATOES, BAKING, 70 ct, 1/50 lb case	2,530	CS
216	8915-01-E31-0380	5	LB	POTATOES, BAKING, 90 ct, 1/5 lb case	677	CS
217	8915-01-E31-0381	50	LB	POTATOES, BAKING, 90 ct, 1/50 lb case	1,089	CS
218	8915-01-E31-0384	5	LB	POTATOES, RED, A, 1/5 lb case	289	CS
219	8915-01-E31-0385	50	LB	POTATOES, RED, A, 1/50 lb case	380	CS
220	8915-01-E31-0387	5	LB	POTATOES, SWEET, 1/5 LB CS	329	CS
221	8915-01-E31-0386	40	LB	POTATOES, SWEET, OKINAWAN, 1/40 LB CS	47	CS
222	8915-01-E31-0388	40	LB	POTATOES, SWEET, US, 1/40 lb case	512	CS
223	8915-01-E31-0237	25	LB	POTATOES, WHITE, PEELED, WHOLE, 1/25 lb cs	88	CS
224	8915-01-E31-0570	50	LB	POTATOES, WHITE, SALAD, 1/50 lb case	603	CS
225	8915-01-E31-0390	40	LB	POTATOES, YAM, US, 1/40 lb cs	7	CS
226	8915-01-E31-0571	50	LB	POTATOES, YUKON GOLD, A'S, 1/50 lb case	23	CS
227	8915-01-E31-0572	1	LB	RADISH RED TOP OFF, 1 LB	101	CS
228	8915-01-E31-0398	25	LB	RADISHES, RED, FRESH, 1/25 lb case	75	CS
229	8915-01-E31-0064	5	LB	RADISHES, RED, FRESH, 1/5 lb case	306	CS
230	8915-01-E31-0441	2	LB	SALAD COLESLAW 1/2 LB PG	63	CS
231	8915-01-E31-0574	10	LB	SALAD SPINACH 4/2.5#, 10 LBS CASE	403	CS
232	8915-01-E31-0413	5	LB	SALAD TOSS MIX, 5 LBS	319	CS
233	8915-01-E31-0406	3	LB	SALAD, CAESAR, KT, 6/10 oz, 1/3 lb case	300	CS
234	8915-01-E31-2130	9	LB	SALAD, GARDEN, 12/12 oz, 1/9 lb case	101	CS
235	8915-01-E31-0404	4	LB	SALAD, GARDEN, 12/6 oz, 1/4 lb case	75	CS
236	8915-01-E31-2131	3	LB	SALAD, ITALIAN, 6/10 oz, 1/3 lb case	269	CS
237	8915-01-E31-0573	3	LB	SALAD, MESCLUN, FRESH, 3# bulk, 1/3 lb	64	CS
238	8915-01-E31-0410	7	LB	SALAD, SPINACH, FRESH, 12/10 oz, 1/7 lb case	60	CS
239	8915-01-E31-0411	2	LB	SALAD, SPRING MIX, FRESH, 6/5 oz, 1/2 lb	305	CS
240	8915-01-E31-0412	20	LB	SALAD, TOSS MIX, FRESH, 4/5 lb, 1/20 lb case	1,515	CS
241	8915-01-E31-0575	5	LB	SHALLOTS, FRESH, WHOLE, 1/5 lb cs	60	CS
242	8915-01-E31-0097	12	LB	SPINACH, BABY BUNCH, FRESH, 1/12 lb cs	30	CS
243	8915-01-E31-0577	18	LB	SPINACH, BUNCH, FRESH, 1/18 lb case	252	CS
244	8915-01-E31-0913	10	LB	SPINACH, FRESH, RTU, 1/10 lb cs	681	CS
245	8915-01-E31-0578	1	CO	SPROUT, RADISH-KAIWARE (TRAY/CO) 4 OZ	681	CS
246	8915-01-E31-2106	10	LB	SPROUTS, BEANS, 16/1 oz, 10 lb case	120	CS
247	8915-01-E31-0415	1	LB	SPROUTS, CLOVER, FRESH, 1/1 lb cs	1,569	CS
248	8915-01-E31-0581	5	LB	SPROUTS, MUNG BEAN, FRESH, 1/5 lb bag	178	CS
249	8915-01-E31-1985	5	LB	SPROUTS, MUNG BEAN, FRESH, 8/10 oz, 5 lb cs	1,537	CS
250	8915-01-E31-0582	1	LB	SQUASH CROOKNECK YELLOW, 1 LB	454	CS
251	8915-01-E31-0583	1	LB	SQUASH ITALIAN (ZUCCHINI), 1 LB	1,214	CS
252	8915-01-E31-0585	1	LB	SQUASH LONG, 1 LB	71	CS
253	8915-01-E31-0587	1	LB	SQUASH SEQUA, 1 LB	602	CS
254	8915-01-E31-0419	35	LB	SQUASH, ACORN, FRESH, 1/35 lb cs	10	CS
255	8915-01-E31-0421	35	LB	SQUASH, BUTTERNUT, FRESH, 1/35 lb cs	24	CS
256	8915-01-E31-0586	30	LB	SQUASH, LONG, FRESH, 1/30 lb case	7	CS
257	8915-01-E31-1047	30	LB	SQUASH, SEQUA, FRESH, 1/30 lb cs	3	CS
258	8915-01-E31-0426	35	LB	SQUASH, SPAGHETTI, FRESH, 1/35 lb cs	10	CS
259	8915-01-E31-0256	25	LB	SQUASH, YELLOW, CROOK NECK, FRESH, 1/25 lb case	408	CS
260	8915-01-E31-0584	25	LB	SQUASH, ZUCCHINI, ITALIAN, MED, FRESH, 1/25 lb cs	506	CS
261	8915-01-E31-0429	8	LB	STRAWBERRIES, C/SHELL, FRESH, 1/8 lb case	2,905	CS
262	8915-01-E31-0588	1	LB	STRAWBERRY BASKET, 1 LB/CO	2,204	CS
263	8915-01-E31-0589	1	LB	TARO ROOT CHINESE, 1 LB	162	CS
264	8915-01-E31-0352	1	LB	TI-LEAVES, 20 LEAVES PER BUNCH, 1/1 lb cs	17,779	CS
265	8915-01-E31-0353	1	LB	TOFU, FIRM, FRESH, 1/1 lb cs	13,051	CS
266	8915-01-E31-0354	1	LB	TOFU, SOFT, FRESH, 1/1 lb cs	27	CS
267	8915-01-E31-0602	25	LB	TOMATOES 6X6 CLR #4, 25 LBS CASE	2,972	CS
268	8915-01-E31-0603	25	LB	TOMATOES 6X7 CLR #4, 25 LBS CASE	117	CS
269	8915-01-E31-0607	5	LB	TOMATOES TEARDROP YELLOW, 5 LBS CASE	139	CS
270	8915-01-E31-0608	10	LB	TOMATOES V/R (KAMUELA/KAWAMATA), 10 LBS CASE	7	CS
271	8915-01-E31-0680	25	LB	TOMATOES, 5X6, CLR #4, 1/25 lb case	1,897	CS
272	8915-01-E31-0679	5	LB	TOMATOES, 5X6, CLR #4, 1/5 lb cs	1,000	CS
273	8915-01-E31-0877	25	LB	TOMATOES, 5X6, CLR #5, 1/25 lb case	791	CS
274	8915-01-E31-0684	9	LB	TOMATOES, CHERRY, RIPE, C/SHELL, FRESH, 1/9 lb case	114	CS
275	8915-01-E31-0604	12	LB	TOMATOES, CHERRY, RIPE, FRESH, 1/12 lb case	2,333	CS
276	8915-01-E31-0677	20	LB	TOMATOES, FRESH, 4 PACK TRAY, 1/20 lb case	342	CS
277	8915-01-E31-0605	10	LB	TOMATOES, GRAPE, RED, FRESH, 1/10 lb cs	75	CS
278	8915-01-E31-0606	25	LB	TOMATOES, ROMA, ITALIAN, FRESH, 1/25 lb case	308	CS
279	8915-01-E31-0610	25	LB	TURNIP, DAIKON, FRESH, 1/25 lb case	157	CS
280	8915-01-E31-0611	1	LB	WATERCRESS, 1 LBS	354	CS
281	8915-01-E31-0355	1	LB	WATERMELON PER PIECE (PER POUND)	4,249	CS
282	8915-01-E31-0693	40	LB	WATERMELON, BOX, FRESH, 1/40 lb case	2,314	CS
283	8915-01-E31-0695	60	LB	WATERMELON, SEEDLESS, FRESH, 1/60 lb case	484	CS
284	8915-01-E31-2613	40	LB	APPLES, GREEN, 72-88 CT, FRESH, 40 LB CS AVG, USDA Stamp Required	63	CS

Item #	Stock Number	Avg Gov CATCH Wt	Unit of Measure	Item Description	Est Cases Per 18 Months	Unit of Issue
285	8915-01-E31-2614	40	LB	APPLES, GOLDEN DELICIOUS, FRESH, MIN US FANCY GR, 40 LB CS AVG, <b>USDA Stamp Required</b>	81	CS
286	8915-01-E31-2615	40	LB	APPLES, RED DELICIOUS, 75-80 CT, FRESH, MIN US FANCY GR, 40 LB CS AVG, <b>USDA Stamp Required</b>	117	CS
287	8915-01-E31-2616	35	LB	ORANGES, FRESH, 72 CT, 35 LB CASE AVG, <b>USDA Stamp Required</b>	81	CS
288	8915-01-E31-2618	40	LB	PEARS, BOSC, FRESH, 40 LB CASE AVG, <b>USDA Stamp Required</b>	54	CS
289	8915-01-E31-2609	3	LB	CANTALOUPE <b>Chunks</b> 3 LB	2,238	CS
290	8915-01-E31-2610	3	LB	HONEYDEW <b>Chunks</b> 3 LB	2,238	CS
291	8915-01-E31-2611	3	LB	PINEAPPLE <b>Spears</b> 3 LB	2,094	CS
				Total Cases	291,284	CS

**REQUEST FOR NEW ITEMS**

**Requested by: (Activity Name):** \_\_\_\_\_

**Contract #** \_\_\_\_\_

**DLA Stock # NSN (if available):** \_\_\_\_\_

**Vendor Part/Item #** \_\_\_\_\_

**Complete Item Description:** \_\_\_\_\_

**Manufacture/Brand Name (if available):** \_\_\_\_\_

**Cost:** \_\_\_\_\_ **Per Case**    **Dist. Fee** \_\_\_\_\_    **Total Cost** \_\_\_\_\_ **Per Package**

**Vendor's Unit of Issue:** \_\_\_\_\_ = **DLA's Unit of Measure** \_\_\_\_\_

**Package Size:** \_\_\_\_\_

**Case Weight:** \_\_\_\_\_

**Pack:** \_\_\_\_\_ **Bulk** \_\_\_\_\_ **Individually Wrapped Portions**

**Item:** \_\_\_\_\_ **Fresh**    \_\_\_\_\_ **Chilled** \_\_\_\_\_ **Other**

**Estimated Monthly Usage:** \_\_\_\_\_ **Cases per month**

**Will cataloging this new item result in reducing the usage of an item already in the catalog?** \_\_\_\_\_ **Yes** \_\_\_\_\_ **No**

**If yes, what is the stock number and description of the item for which usage will be reduced?** \_\_\_\_\_

**Comments:** \_\_\_\_\_

Note: Submit this request to [TroopSupportPacificProcurement-Hawaii@dla.mil](mailto:TroopSupportPacificProcurement-Hawaii@dla.mil) to expedite stockage of the items desired.