

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000064157		PAGE 1 OF 27	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER		5. SOLICITATION NUMBER SPE302-18-R-0001		6. SOLICITATION ISSUE DATE 2018 APR 03
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Mickey Skiles DMS0140			b. TELEPHONE NUMBER (No Collect calls) Phone:	8. OFFER DUE DATE/ LOCAL TIME 2018 MAY 03 08:00 AM
			9. ISSUED BY DLA TROOP SUPPORT PACIFIC 440 FULLER WAY, BLDG 280 PEARL HARBOR HI 96860-4967 USA		CODE SPE302	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: <u>50</u> % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 311812 <input type="checkbox"/> 8 (A) SIZE STANDARD: 1000	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS			13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING
15. DELIVER TO SEE SCHEDULE			CODE	16. ADMINISTERED BY			CODE
17a. CONTRACTOR/OFFEROR TELEPHONE NO.		CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY			CODE
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA				<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA				<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED					<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

Form**L06 AGENCY PROTESTS (DEC 2016)****TECHNICAL REQUIREMENTS**

THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER IN SECTION B) SET FORTH IN FULL TEXT IN THE DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB AT:

<http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>. FOR SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

Part 12 Clauses**52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017) FAR****52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (JAN 2018) FAR**

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

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

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).

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

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

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

[Contracting Officer check as appropriate].

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

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (41 U.S.C. 3509)).

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

(4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Oct 2016) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) Reserved.

(6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Oct 2015) (31 U.S.C. 6101 note).

(9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

(10) Reserved.

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

(ii) Alternate I (Nov 2011) of 52.219-3.

(12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

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Part 12 Clauses (CONTINUED)

- (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) Reserved
- (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Nov 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages --Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- (26) 52.222-19, Child Labor --Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (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) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- (38)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Oct 2015) of 52.223-13.
- (39)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- (ii) Alternate I (Jun 2014) of 52.223-14.
- (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- (41)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).

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Part 12 Clauses (CONTINUED)

(ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

(43) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(44) 52.223-21, Foams (Jun 2016) (E.O. 13693).

(45)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(ii) Alternate I (JAN 2017) of 52.224-3.

(46) 52.225-1, Buy American --Supplies (May 2014) (41 U.S.C. chapter 83).

(47)(i) 52.225-3, Buy American --Free Trade Agreements --Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) Alternate I (May 2014) of 52.225-3.

(iii) Alternate II (May 2014) of 52.225-3.

(iv) Alternate III (May 2014) of 52.225-3.

(48) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

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

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

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

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

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

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

X (55) 52.232-33, Payment by Electronic Funds Transfer --System for Award Management (Jul 2013) (31 U.S.C. 3332).

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

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

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

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

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

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

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

(2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).

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

(4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

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

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

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

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

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

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

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Part 12 Clauses (CONTINUED)

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

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

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

(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 (Oct 2015) (41 U.S.C. 3509).

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

(iii) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

(vi) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

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

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

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

(x) 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.

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

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

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

(xiv) 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).

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

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

(xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

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

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

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

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance

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Part 12 Clauses (CONTINUED)

with paragraph (e) of FAR clause 52.226-6.

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

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

(End of clause)

CLAUSES ADDED TO PART 12 BY ADDENDUM

52.202-1 DEFINITIONS (NOV 2013) FAR

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR

52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014) FAR

52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) FAR

52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) FAR

252.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (OCT 2016) DFARS

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS

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

52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2016) FAR

52.204-9 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2016) FAR

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

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

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

252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT

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Part 12 Clauses (CONTINUED)**INFORMATION (OCT 2016) DFARS**

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

“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.

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, 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 defense information” means unclassified information that -

(1) Is -

- (i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or
- (ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

- (i) Controlled technical information.
- (ii) *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).
- (iii) *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.
- (iv) 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 a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) *Restrictions.* The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party’s reporting of a cyber incident pursuant to DFARS clause [252.204-7012](#), Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

- (1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause [252.204-7012](#), and shall not be used for any other purpose.
- (2) The Contractor shall protect the information against unauthorized release or disclosure.
- (3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.
- (4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.
- (5) A breach of these obligations or restrictions may subject the Contractor to -
 - (i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and
 - (ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) *Subcontracts.* The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government’s activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

(End of clause)

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) 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

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Part 12 Clauses (CONTINUED)

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, 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 a compromise or 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.

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Part 12 Clauses (CONTINUED)

“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 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,” <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, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; 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.

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Part 12 Clauses (CONTINUED)

(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 -

(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 this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and

(2) When this clause is included in a subcontract, 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)

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015) DFARS

52.215-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

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

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Part 12 Clauses (CONTINUED)

not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

- (1) Any order for a single item in excess of ;
- (2) Any order for a combination of items in excess of ; or
- (3) A series of orders from the same ordering office within days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

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

(End of clause)

252.216-7006 ORDERING (MAY 2011) DFARS

As prescribed in [216.506\(a\)](#), use the following clause:

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

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) (1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of clause)

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (OCT 2016) FAR**52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR****52.222-26 EQUAL OPPORTUNITY (SEP 2016) FAR****52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR****52.222-50 COMBATTING TRAFFICKING IN PERSONS (MAR 2015) FAR****252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC (DEC 2016) DFARS****252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC (DEC 2016), ALT I (DEC 2016) DFARS****52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAY 2014) FAR****252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS****52.232-17 INTEREST (MAY 2014) FAR****52.232-25 PROMPT PAYMENT (JAN 2017) FAR**

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Part 12 Clauses (CONTINUED)**52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR****252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUN 2012) DFARS****252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013) DFARS**As prescribed in [232.7004\(b\)](#), use the following clause:(a) *Definitions.* As used in this clause-

“Department of Defense Activity Address Code (DoDAAC)” is a six position code that uniquely identifies a unit, activity, or organization.

“Document type” means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

“Local processing office (LPO)” is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS [252.232-7003](#), Electronic Submission of Payment Requests and Receiving Reports.(c) *WAWF access.* To access WAWF, the Contractor shall-(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:(1) *Document type.* The Contractor shall use the following document type(s).

*(Contracting Officer: Insert applicable document type(s).)**Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)*(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	

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Part 12 Clauses (CONTINUED)

Field Name in WAWF	Data to be entered in WAWF
Service Acceptor	
Accept (DoDAAC)	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")

(4) *Payment request and supporting documentation.* The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) *WAWF email notifications.* The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.
(End of clause)

252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

52.233-1 DISPUTES (MAY 2014) FAR

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.242-15 STOP-WORK ORDER (AUG 1989) FAR

52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

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Part 12 Clauses (CONTINUED)(Official's Name)

(Title)

52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2017) FAR**52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR****252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS****52.247-34 F.O.B. DESTINATION (NOV 1991) FAR****52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR****52.252-2 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)

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.*);

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Part 12 Clauses (CONTINUED)

- (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)

Attachments**List of Attachments**

File Name	Description
ATTACH.Attach1SOW	Attachment1Haw
ATTACH. Attach2ScheduleofSupplies	Attachment2Sch
ATTACH. Attach3PastPerformance	Attachment3Pas
ATTACH. Attach4ControlledIndusAre a	Attachment4Con

Part 12 Provisions**52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (JAN 2017)****52.212-2 EVALUATION - COMMERCIAL ITEMS (OCT 2014) FAR**

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

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

[Contracting Officer shall insert the significant evaluation factors, such as (i) technical capability of the item offered to meet the Government requirement; (ii) price; (iii) past performance (see FAR)

Technical and past performance, when combined, are _ [Contracting Officer state, in accordance with FAR]

(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)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 2017) FAR

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

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 located at <https://www.sam.gov/portal>. If the Offeror has not completed the annual representations and certifications electronically, the Offeror shall complete only paragraphs (c) through (u) of this provision.

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Part 12 Provisions (CONTINUED)

(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.

“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 [6 U.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.

“Predecessor” means an entity that is replaced by a successor and includes any predecessors of the predecessor.

“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

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Part 12 Provisions (CONTINUED)

(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 --

(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.

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a new name (often through acquisition or merger). The term “successor” does not include new offices/divisions of the same company or a company that only changes its name. The extent of the responsibility of the successor for the liabilities of the predecessor may vary, depending on State law and specific circumstances.

“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 SAM website.

(2) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <http://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 (t) 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

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Part 12 Provisions (CONTINUED)

certifications posted electronically on SAM.]

(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, 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 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 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)(10)(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

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Part 12 Provisions (CONTINUED)

(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 Certificate. (Applies only if the clause at Federal Acquisition Regulation (FAR) [52.225-1](#), Buy American --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 --Supplies."

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Part 12 Provisions (CONTINUED)

(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 --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 --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 --Free Trade Agreements --Israeli Trade Act":

Canadian End Products:

Line Item No.

[List as necessary]

(3) Buy American --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 --Free Trade Agreements --Israeli Trade Act":

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Line Item No.	Country of Origin

Part 12 Provisions (CONTINUED)

[List as necessary]

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

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

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

Other End Products:

Line Item No	Country of Origin

[List as necessary]

(iii) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#). For line items covered by the WTO GPA, the Government will evaluate offers of U.S.-made or designated country end products without regard to the restrictions of the Buy American statute. 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 \$3,500 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 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).

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(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 .]

(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 Labor Standards (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\(c\)\(2\)](#)) 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 Labor Standards 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

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Part 12 Provisions (CONTINUED)

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 [9.108-2\(b\)](#) 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 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 \$3,500 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 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.

(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 unique entity identifier in the solicitation.

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Part 12 Provisions (CONTINUED)

(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.

(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: _____.

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

(q) Representation by Corporations Regarding Delinquent Tax Liability or a Felony Conviction under any Federal Law.

(1) As required by sections 744 and 745 of Division E of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), and similar provisions, if contained in subsequent appropriations acts, The Government will not enter into a contract with any corporation that --

(i) 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 an agency has considered suspension or debarment of the corporation and made a determination that suspension or debarment is not necessary to protect the interests of the Government; or

(ii) 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 an 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.

(2) The Offeror represents that --

(i) 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; and

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

(r) Predecessor of Offeror. (Applies in all solicitations that include the provision at [52.204-16](#), Commercial and Government Entity Code Reporting.)

(1) The Offeror represents that it is or is not a successor to a predecessor that held a Federal contract or grant within the last three years.

(2) If the Offeror has indicated "is" in paragraph (r)(1) of this provision, enter the following information for all predecessors that held a Federal contract or grant within the last three years (if more than one predecessor, list in reverse chronological order):

Predecessor CAGE code: (or mark "Unknown")

Predecessor legal name:

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

(s) [Reserved].

(t) Public Disclosure of Greenhouse Gas Emissions and Reduction Goals. Applies in all solicitations that require offerors to register in SAM ([52.212-1\(k\)](#)).

(1) This representation shall be completed if the Offeror received \$7.5 million or more in contract awards in the prior Federal fiscal year. The representation is optional if the Offeror received less than \$7.5 million in Federal contract awards in the prior Federal fiscal year.

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)].

(i) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible website the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

(ii) The Offeror (itself or through its immediate owner or highest-level owner) does, does not publicly disclose a quantitative greenhouse gas emissions reduction goal, i.e., make available on a publicly accessible website a target to reduce absolute emissions or emissions intensity by a specific quantity or percentage.

(iii) A publicly accessible website includes the Offeror's own website or a recognized, third-party greenhouse gas emissions reporting program.

(3) If the Offeror checked "does" in paragraphs (t)(2)(i) or (t)(2)(ii) of this provision, respectively, the Offeror shall provide the publicly accessible website(s) where greenhouse gas emissions and/or reduction goals are reported:..

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Part 12 Provisions (CONTINUED)

(u)(1) In accordance with section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions), Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with an entity that requires employees or subcontractors of such entity seeking to report waste, fraud, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors 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.

(2) The prohibition in paragraph (u)(1) of this provision does not contravene requirements applicable to Standard Form 312 (Classified Information Nondisclosure Agreement), Form 4414 (Sensitive Compartmented Information Nondisclosure Agreement), or any other form issued by a Federal department or agency governing the nondisclosure of classified information.

(3) Representation. By submission of its offer, the Offeror represents that it will not require its employees or subcontractors to sign or comply with internal confidentiality agreements or statements prohibiting or otherwise restricting such employees or subcontractors from lawfully reporting waste, fraud, or abuse related to the performance of a Government contract to a designated investigative or law enforcement representative of a Federal department or agency authorized to receive such information (e.g., agency Office of the Inspector General).

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (NOV 2017), ALT I (OCT 2014) FAR

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

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

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).

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

252.203-7994 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS—REPRESENTATION (NOV 2016) DFARS

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016) FAR

52.204-17 OWNERSHIP OR CONTROL OF OFFEROR (JUL 2016) FAR

As prescribed in 4.1804(b), use the following provision:

(a) Definitions. As used in this provision -

“Commercial and Government Entity (CAGE) code” means -

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

“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

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Part 12 Provisions (CONTINUED)

equipment, and the common use of employees.

(b) 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.

(c) If the Offeror indicates "has" in paragraph (b) 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.

(d) If the Offeror indicates "yes" in paragraph (c) 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:

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

(End of provision)

52.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS**52.209-7 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)

STATEMENT OF WORK

I. INTRODUCTION

- A. The Defense Logistics Agency (DLA Troop Support) intends to support the needs of its customers by entering into one (1) Indefinite Quantity Contract (IQC) per group to supply fresh **Bread and Bakery Items** to customers in **Oahu, Hawaii**. This procurement is being processed under the authority of **FAR 13.5** – “Test Program for Certain Commercial Items” and therefore will utilize simplified procedures. The resultant award will be a **Total Small Business Set-aside using NAICS Code 311812, Size Standard 1000**. In accordance with 13 CFR 121.406(e), if at least 50% of the estimated contract value of an acquisition for multiple items is composed of items that are manufactured by small business concerns, then a waiver of the non-manufacturer rule is not required. As such, for this acquisition, it is expected that items comprising at least 50% of the contract value will be manufactured by small business concerns. This solicitation contains the estimated Bread and Bakery requirements for customers in one (1) group as follows:

GROUP I – HAWAII: Navy (Ships), Coast Guard (Ships), NOAA (Ships)

NOTE: Customers may be added or deleted during the period of the contract.
(SEE CONTRACT ADMINISTRATION DATA SECTION, ADDITIONAL CUSTOMERS FOR DETAILS)

- B. The resultant contract will be a fixed price Indefinite Quantity Contract (IQC) for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.540(a)). The duration of the contract is for a term of 36 months (three year period) with three separate pricing tiers; the pricing will remain firm fixed for each pricing tier. The first pricing tier shall begin on the award date and be for a 12 month period (August 5, 2018 – August 3, 2019). The second pricing tier shall be for the following 12 month performance period (August 3, 2019 – August 1, 2020). The third and final pricing tier shall be for the 12 month performance period (August 2, 2020 – July 31, 2021).

EFFECTIVE PERIOD OF CONTRACT/ORDERING/PERFORMANCE PERIOD:

A contract resulting from this solicitation will become effective on the date of award. The contract award is deemed effective when notification is mailed, transmitted, or otherwise provided and received by the contractor. The ordering period of the contract shall commence with placement of the first customer order, on or after Sunday, August 5, 2018 through Saturday, July 31, 2021 and delivery of any order will be completed on or before Friday, August 6, 2021.

- C. Delivery – Items should be routinely delivered in accordance with a 48 hour (skip day) delivery. The current delivery schedule for each location is set forth in the Schedule of Deliveries section.

PROPOSAL DUE DATE -- Proposals shall be received on or before the deadline of **May 3, 2018, at 8:00 am Hawaii Standard Time (HST)**.

Proposals shall be submitted by email only. Faxed proposals will not be accepted. Proposal shall be emailed to: Mickey Skiles at mickey.skiles@dla.mil and Jean Ross at jean.ross@dla.mil on or before the deadline.

The Email Subject Line shall be titled as follows:

Subject: Request for Proposal SPE302-18-R-0001_Name of Vendor

Example: **Request for Proposal SPE302-18-R0001_Big Red Company**

Proposals received after the deadline will be processed in accordance with the requirements located in FAR 52.212-1 (f).

Please email any questions to Mickey Skiles at mickey.skiles@dla.mil and Jean Ross at

jean.ross@dla.mil.

Evaluation –The Government will award a contract resulting from this solicitation to the responsible offeror whose offer provides the **Lowest Price Technically Acceptable (LPTA)** conforming to the solicitation. **Total evaluated price and past performance being considered.** The Government reserves the right to conduct discussions in the event that any issues arise requiring negotiations as per FAR 52.212-1. If an offeror takes an exception to the terms and conditions of the solicitation, its offer may be excluded from consideration for award.

The following factors shall be used to evaluate offers:

1. TOTAL EVALUATED PRICE

Submission Requirements

Offeror is **REQUIRED** to complete ALL information requested on the Schedule of Items pricing spreadsheet (**Attachment 2**).

Pricing is required for all items found in the Schedule of Items (for each Group, if applicable).

The Government will perform an aggregate price analysis on all items found in the Schedule of Items (for each Group, if applicable). To determine an offeror's evaluated aggregate price, the estimated quantities in the Schedule of Items will be multiplied by the offered Price per Pound, on an individual line item basis, and will be evaluated to determine fair and reasonableness.

The Government reserves the right to remove item(s) from the Schedule of Items or do a common item comparison if offerors do not submit pricing for all items.

2. PAST PERFORMANCE

Submission Requirements

Customer Satisfaction and Conformance to Contract Requirements: The offeror shall provide the information below for the minimum of three (3) and the maximum of five (5) contracts or customer accounts performed during the past three (3) years preceding solicitation closing as a distributor of bread and bakery items. The referenced accounts/contracts should be those that best approximate or exceed the scope of the DLA Troop Support contract being solicited. For the accounts/contracts of similar nature (size and/or scope) to the DLA Troop Support contract being solicited, they will be considered more relevant than other accounts/contracts provided by the offeror. Offerors who have performed on a DLA Troop Support bread or bakery contract during the past three (3) years preceding solicitation closing shall include the DLA Troop Support contract(s) among the referenced contracts/accounts. Additionally, the offeror shall provide the same information for any other federal government contract(s) with a dollar value over \$600,000.00.

The following information is required for each of the submitted DLA Troop Support/commercial contracts or customer accounts, and other federal government contracts.(See **Attachment 3 Past Performance Questionnaire**)

- (a) Contracting Agency / Account Name
- (b) Contract Number / Account Identifier
- (c) Contracting Officer / point(s) of contact, phone number(s), and email
- (d) Annual Dollar Value
- (e) Average number of delivery stops (i.e. delivery stops are individual delivery points receiving supplies under a delivery order) per week
- (f) Average number of line items/SKUs on the contract/catalog
- (g) Instances of problems and the actions taken to resolve and preclude recurrence
- (h) Any instances of exceptional performance exceeding requirements
- (i) Fill rates without substitutions

The Past Performance Questionnaire (Attachment 3) shall be email directly from the offeror's references. Email completed Past Performance forms to Mickey Skiles at mickey.skiles@dla.mil and Jean Ross at jean.ross@dla.mil on or before **May 3, 2018, at 8:00 am Hawaii Standard Time (HST)**.

PAST PERFORMANCE EVALUATION

(1) When reviewing Past Performance, the offeror's written proposal, Government in-house records (if applicable), and the information provided by the points of contact or references

designated by the offeror will be taken into account. Government in-house records will be considered more significant than information provided by other references.

(2) The Government will review the offeror's record of performance with both commercial and Government contracts. The Government will determine whether the firm has a successful history of conforming to contractual requirements or business agreements, a commitment to customer satisfaction, timely delivery of quality products, providing consistently high fill rates.

(3) The Government will review the Vendor's experience on contracts similar in size and complexity to this solicitation. The offeror's Past Performance will be considered on a "Pass" or "Fail" basis and will be used to determine contractor responsibility and their ability to perform successfully.

Please make sure to read the instructions below to fill out the Schedule of Items (SOI) spreadsheet correctly. The offeror shall fill out white columns only. Ensure all (Attachment 2) Schedule of Supplies Spreadsheet Tabs are completed as follows:

Tab 1 WholesalePricePKGInfo

Tab 2 Tier 1 Pricing

Tab 2 Tier 2 Pricing

Tab 3 Tier 3 Pricing

Tab4 Aggregate Prices

Government has provided you with the customer's requirements and auto calculations as follows:

Column Name	Description
Item	Item Number
Item Name/Description	The Government's format begins with a broad category and then continues with a more general description. For example, a 16 ounce loaf of whole wheat bread would be described as "Bread, Whole Wheat, Fresh, pan baked, round top".
Minimum PKG Size	This column describes the minimum package size acceptable by customers.
Estimate LBS	This column represents the estimated number of LBS to be ordered for each period to include Tier 1, Tier 2 and Tier 3.
Price per LBS	This column auto calculates the Price per LBS as follow: (Price per PKG/PKG Size in oz.)*16 oz. = Price per LBS
Total Price per LBS	This column auto calculates the Sub-Total as follow: Price per LBS*Estimate LBS=Sub-Total per estimated LBS
Aggregate Price	This column auto calculates the Aggregate Price

Offerors are expected to complete all the information requested as follows for each item:

Column Name	Description
Product Code	Company Product Code or UPC.
Count per PKG	Indicate the count per package.
PKG Size in OZ	Indicate the package size in ounces.
Price per PKG	Offerors should submit prices by the "Package Price (PKG) and the spreadsheet includes an auto calculation to convert the specified package size/price to the price per pound (LB). The price per "LB" will be used for evaluation of offers; however, the price per "PKG" will be used for ordering/billing.
Wholesale Price	Indicate the wholesale price from the customer Wholesale Price List
Remarks	Write any comment you have for that specific item, such as: different size offered that does not meet minimum requirement, no bid on this item, difference in the item name/description, etc.

THIS SPREADSHEET MUST BE USED TO INSERT THE REQUIRED PRICING DATA. ALL FIELDS IN THE SPREADSHEET MUST BE COMPLETED AND MUST BE INCLUDED

ALONG WITH THE EMAILED DELIVERED OFFER.

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

II. GUARANTEED MINIMUM

- A. The guaranteed minimum on the resultant contract(s) is 25% of the awarded estimated value per each group.
- B. The maximum ceiling on the resultant contract(s) is \$650,000.00.

III. PRICING

- A. The Schedule of Items in Attachment 2 represents 100% of the estimated dollar value of this procurement for the thirty-six (36) month period. Offerors must submit pricing information on the pricing spreadsheet (Tier 1, Tier 2, and Tier 3). The pricing will remain firm fixed for each pricing tier.
- B. Offerors are required to submit a copy of their current Wholesale Price List, Catalog Price Schedule or other documents containing commercial pricing information.
- C. Prices shall be FOB Destination only.
- D. Offerors are required to cross-reference the prices on the Wholesale Price List, Catalog Price Schedule or other pricing documents to the item number on the solicitation.** There are several ways of accomplishing this, including writing the item number, as specified in the solicitation, next to the price and item description on the price list. Additionally, the Wholesale Price location should be completed in Attachment #2 (Column "E"). **Please do not submit a separate list of information especially prepared for this solicitation; the pricing catalog, complete with cross-references, is requested.**
- E. In order to accommodate the Government's ordering system, the Subsistence Total Order and Receipt Electronic System (STORES), unit prices are limited to a maximum of two (2) places after the decimal point (reference Clause DLAD 52.214-9008 "Rounding Off of Offer and Award Price – Alternate I").

IV. ORDER LIMITATIONS

- A. Minimum order: When the Government requires supplies or services covered by this contract in an amount of less than \$50.00, the Government is not obligated to purchase, nor is the contractor obligated to furnish, those supplies or services under the contract.
- B. The delivery order(s) shall specify delivery(ies) no less than 48 hours from the date of issuance of the delivery order. Changes and/or cancellations to delivery order(s) may be made by giving contractor no less than 24 hour notice to be computed from time of receipt by the contractor of the written or oral change(s) or cancellation(s).

V. SCHEDULE OF ITEMS

- A. If a customer desires to order a pastry item that is not listed on the resultant contract(s), a written request to the DLA Troop Support Market Ready Contract Specialist shall be submitted to have the item added. The Contract Specialist will contact the vendor and arrange to have the item added to the STORES catalog in coordination with the Contracting Officer.
- B. Prior to its inclusion in the STORES catalog, the pricing for each additional item must be negotiated and the Contracting Officer must determine that the price for the respective item is fair and reasonable.

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

D. **IMPORTANT NOTE:** Items not on the STORES catalog CANNOT be ordered from the contractor under the resulting contract. Payments will not be made for items not appearing on the catalog at time of order. For evaluation purposes, the Government reserves the right to remove any items, absent an amendment, from the Schedule of Items for a Group in the event that one or more offerors fail to bid on all of the items. The Contracting Officer will complete his/her price evaluation by reviewing and comparing only common items bid by all offerors in this situation. Additional items bid on by the apparent awardee but not evaluated as part of the common item evaluation, may still be added to the final contract absent a separate modification upon a finding that the prices of those additional items are fair and reasonable.

VI. ADDITIONAL CUSTOMERS

- A. The Government reserves the right to add or remove DoD and non-DoD customers from the same distribution area as the successful contractor, based on a mutually agreed upon implementation plan followed by formal modification to the contract(s).
- B. The increase in the new business will be reflected in the maximum ceiling.
- C. Additional customers are limited to those that receive Federal funding.
- D. The Government reserves the right to unilaterally remove DoD and non-DoD customers from the resultant award(s) by way of formal modification.

VII. CUSTOMER SERVICE POLICY

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

VIII. NON-MANUFACTURER /NON-DISTRIBUTER

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

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

Contract Specialist: Mickey W. Skiles
Phone: (808) 474-2946
Email: mickey.skiles@dla.mil

Contracting Officer: Jean K. Ross
Phone: (808) 474-2940
Email: jean.ross@dla.mil

CONTRACTOR’S CODING SYSTEM:

WITHIN 48 HOURS OF RECEIPT OF NOTICE OF AWARD, CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THE CONTRACTOR’S CODING SYSTEM (PULL DATE, COLOR CODES, ETC.) THIS IS A MANDATORY REQUIREMENT.

GOVERNMENT QUALIFICATION:

The Government expects to award all items within a Group but reserves the right to award a contract with less than all listed items if determined to be in the Government’s best interests.

OFFEROR QUALIFICATION: (Qualifications Pertains to any conditions, deviations, or contingencies upon which offered prices are based).

INDICATE YOUR REGULARLY SCHEDULED NON-BAKE /NON-DELIVERY DAYS:

The delivery preference is for a 48 hour (skip day) delivery. Please address your ability to adhere to these delivery terms. Delivery is required 48 hours after order is placed. Orders may be placed with a longer lead- time; however, the minimum lead-time is “skip day”.

PLEASE PROVIDE ANY LIMITATIONS TO THIS ORDER LEAD TIME BELOW:

IS YOUR COMPANY EDI CAPABLE? (Please circle a response) YES NO

EDI Code (if applicable): _____

Note: All Troop Support customers are currently processing orders and receipts through EBS.
Provide the following information for ordering, invoicing and payment purpose:

Point(s) of Contact for **ORDERING:** _____

Phone Number: _____

Email & Fax Number: _____

Point(s) of Contact for **INVOICING & PAYMENT:** _____

Phone Number: _____

Email & Fax Number: _____

Ordering System

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

- A. STORES is the Government's ordering system which is capable of accepting orders from any of the Services', i.e. Army, Air Force, Navy or Marines, individual ordering systems and translating the orders into an EDI (Electronic Data Interchange) format. In addition, this information is transmitted to DLA TROOP SUPPORT for the purposes of contractor payment and customer billing.
- B. Customers will be able to order all of their Pastry requirements through STORES.
- C. Initially, a copy of the STORES Orders will be transmitted via FAX (unless they are an EDI vendor) from the customers listed in this solicitation to the successful awardee. While it is not a requirement of this solicitation, vendors are encouraged to have a separate FAX line in order to accommodate orders in a timely, efficient manner.
- D. EDI capability is not a requirement for award under this solicitation; however, offerors should consider moving towards a fully functional EDI environment. In order to interface with STORES electronically, the offeror must be able to support the following EDI transaction sets:
- Catalog (Vendor to DLA TROOP SUPPORT)
 - Purchase Order
 - Functional Acknowledgment
 - Receipt
 - Invoice (optional at this time)
- E. It is preferred that the successful vendor has access to the Internet and is able to send and receive electronic mail (e-mail).
- F. The EDI-capable vendor must be able to conform to the Government's format for Item Descriptions on both the catalog and the invoices. The Government's format begins with a broad category and then continues with a more general description. For example, a 16 ounce loaf of whole wheat bread would be described as "Bread, Whole Wheat, Fresh, pan baked, round top, 16 oz. pg."
- G. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point.**

II. Order Placement

- A. Customers shall place orders via STORES to accommodate order lead time stated on contract. Orders shall generally be sent no later than 10:00 a.m. two (2) days prior to the desired delivery date (or specified lead-time on contract) in order to ensure maximum availability of product. However, a customer may decide to place an order with a longer lead-time for delivery except as noted on Section VI-A. Holidays of this Solicitation.
- B. The vendor should notify the customer, no later than 24 hours after order placement, of the non-availability of an item. If it appears that the vendor will not be able to fulfill the order in time to meet the required delivery date, the vendor shall either offer the customer a substitute of equal or higher quality and of equal or lower cost, or advise the customer of its Not-in-Stock position.
- C. There shall be no line-item (LSN) additions to existing STORES orders. Requirements for additional LSN's to prior/existing orders shall be ordered by customers via STORES as a new and separate STORES order.
- D. All pricing is at the time the order is placed. There shall only be one invoice per purchase order and only one purchase order per day. This will reduce invoice and payment issues. At no time is a delivery driver permitted to deliver items that do not appear on the purchase order.

DESCRIPTIONS/SPECIFICATIONS

Product Quality

- A. Acceptance of supplies awarded under this solicitation will be limited to fresh product. All products delivered under this contract must conform to the following **freshness requirements**.
- Bread, Cakes, Doughnuts, Muffins, Pies and Rolls must be delivered no more than 24 hours after baking. Following a non-bake day/non-delivery day, these items must be delivered no more than 48 hours after baking.
- B. Commercial standards should be used to maintain temperatures appropriate for the individual items. Bakery products shall include mold inhibitors of the proper level as allowed by the FDA.

NOTE:

All products shall be produced using good commercial practices, which will result in all items being delivered being able to be used for their intended use. All products shall be processed, packaged, and packed in such a manner, to prevent crushing or damage to the product prior to delivery. Product **MUST** be allowed to cool sufficiently after baking so that condensation does not occur within the bags, which could result in molding of the product.

Contractor Quality Program

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

- Standardized product quality;
- The usage of First-In, First-Out (FIFO) principles;
- Product shelf life is monitored;
- Items are free of damage;
- Correct items and quantities are selected and delivered;
- Customer satisfaction is monitored;
- Product discrepancies and complaints are resolved and corrective action is initiated;
- Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DLA Troop Support;
- Compliance with EPA and OSHA requirements;
- Salvaged items or products shall not be used;

The vendor is responsible to contract for independent third party warehouse audits for each proposed place of performance as part of any resultant contract. At a minimum, the third party audits are to take place annually and submitted to the contracting officer within 30 days calendar days of completion of audit. The vendor must achieve a passing score without major deficiencies in order to continue performance under any resultant contract. The vendor is to submit a copy of each third party warehouse audit (i.e., American Institute of Baking (AIB) certification other state or federal sanitation inspections) to the contracting officer prior to contract award. Failure to submit timely and complete audit reports may result in termination of the contract (**Third party warehouse audits exclude Government agency audits**). The vendor shall have in place the proper temperature controls in their warehouse to ensure product is stored at commercially acceptable temperature settings.

Warehousing and Sanitation Program/Stored Product Pest Management

The contractor shall develop and maintain a sanitation program and a stored product pest management program for food and other co-located non-food items that comply with industry standard programs such as the Code of Federal Regulations, Title 21, part 110, Food Manufacturing Practices, the Federal Insecticide, Fungicide and Rodenticide Act, the Food, Drug, and Cosmetic Act of 1938 as well as all pertinent state and local laws and regulations. Records of inspections performed by the firm, subcontractor, or recognized industry association shall be maintained and made available to the Government at the Contracting Officer's request.

Contractor Quality Audits

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

Recall Procedures Requirements

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

- (1) Immediately notify the following personnel:
 - a. Customers that have received the recall product
 - b. DLA Troop Support Contracting Officer
 - c. DLA Troop Support Account Manager
 - d. DLA Troop Support Customer Safety Officer at 215 737 2922
- (2) Provide the following information to the DLA Troop Support Consumer Safety Officer:
 - a. Reason for recall
 - b. Level of recall, i.e., Type I, II or III
 - c. Description of product
 - d. Amount of product
 - e. List of customers that have received product
 - f. Name and phone number of responsible person (Recall Coordinator)
- (3) The vendor should provide a Final Status Report of Recall, when completed, to the DLA Troop Support Consumer Safety Officer.
- (4) At the discretion of the affected customers, the vendor shall either replace at no additional cost or adjust the invoice quantity for any recalled product. Delivery of replacement product shall occur at the discretion of the customer.

Food Defense/Force Protection

DLA Troop Support Subsistence Directorate provides world-wide subsistence logistics support during peace time as well as during regional conflicts, contingency operations, national emergencies, and natural disasters. At any time, the United States Government, its personnel, resources and interests may be the target of enemy aggression to include espionage, sabotage, or terrorism. This increased risk requires DLA Troop Support to take steps to ensure measures are taken to prevent the deliberate tampering and contamination of subsistence items. The offeror must ensure that products and/or packaging have not been tampered with or contaminated throughout the growing, storage, and delivery process. Contract awardee will ensure to complete security of all conveyances to any military installations. The offeror must immediately inform DLA Troop Support Subsistence of any attempt or suspected attempt by any party or parties, known or unknown, to tamper with or contaminate subsistence supplies. As the holder of a contract with the Department of Defense, the awardees should be aware of the vital role they play in supporting our customers. It is incumbent upon the awardees to take all necessary actions to secure product delivered to all military customers, as well as any applicable commercial destinations.

Packaging, Packing and Labeling

- A. All packaging and packing shall be in accordance with good commercial practice. Ship Customers Pastry Products are to be delivered in commercial type containers (Disposable Boxes) which prevents crushing, as well as excess movement, of the product(s). Large size boxes capable of two (2) or more layers must include fiberboard strips from side to side and dividers from top to bottom for layered packing to prevent crushing of product(s). Boxes shall be filled to an acceptable level allowing for additional space to prevent crushing of the product(s). Single layer boxes are acceptable and must be filled to an acceptable level which will prevent crushing of the product(s). Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

- B. All items must be identified with readable dates (open code dates), coded dates, or with color-coded twist ties. Contractors that do not use open dating will provide a product code number key/twist tie color listing. The product code number key/color coded twist tie listing shall explain the actual date of production or processing. After award of contract under this solicitation, the successful awardee shall provide a copy of key/color codes listing to each destination's receiving officer and each destination's inspection agency prior to the first delivery. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug, and Cosmetic Act and regulations promulgated there under.
- C. All items must be adequately protected during inclement weather.

INSPECTION AND ACCEPTANCE

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, Medical Personnel, or Contracting Officer.
- B. All deliveries are subject to military veterinary inspection. Contractor's delivery vehicles will stop and report to the veterinary inspection points as designated for inspection of its products before proceeding to any other designated delivery point. In addition, the delivery vehicles may be inspected for cleanliness and condition.
- C. The Food Service Officer (and/or) Authorized Receiving Official (ARO) at each delivery point (are/is) responsible for inspecting and accepting products as they are delivered. The invoice/delivery ticket shall not be signed prior to inspection of the product. All overages, shortages, and/or returns are to be noted on the delivery ticket by the receiving official and the truck driver. A signature on the delivery ticket/invoice denotes acceptance of the product.

Rapid Gate Requirement and/or Other Security Programs

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

The Defense Biometric Identification System (DBIDS) is a DoD-owned and operated system, required for access to Joint Base Pearl Harbor – Hickam. Contractor must take all necessary steps to obtain this in a timely manner after award. Failure to have clearance may result in a vendor being turned away from the base and being unable to complete delivery. There is no cost for DBIDS enrollment.

Warranties

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

Rejection Procedures

- A. If product is determined to be defective, damaged, or compromised in any other manner, it may be rejected by the Authorized Receiving Official (ARO). All suspect items shall be segregated.
- B. When product is found to be nonconforming or damaged or otherwise suspect, the receiving personnel shall notify the Food Service Officer (FSO) (and/or) Authorized Receiving Official.
- C. 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.
- D. If an item is rejected at the time of delivery, the delivery ticket/invoice must be annotated to reflect what item(s) and quantity(ies) were affected. The line item dollar value, as well as the total invoice dollar value, must be adjusted to reflect the adjusted value of the shipment.
- E. If product is rejected after the delivery occurred, the vendor must pick up the rejected product at the time the next regular shipment is made.

Contract Closeout

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

DELIVERIES AND PERFORMANCE

I. TERMS OF INDEFINITE QUANTITY CONTRACT

The resultant contract will be a fixed price Indefinite Quantity Contract (IQC) for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (FAR 16.540(a)). The duration of the contract is for a term of 36 months (three year period) with three separate pricing tiers; the pricing will remain firm fixed for each pricing tier. The first pricing tier shall begin on the award date and be for a 12 month period (August 5, 2018 – August 3, 2019). The second pricing tier shall be for the following 12 month performance period (August 3, 2019 – August 1, 2020). The third and final pricing tier shall be for the 12 month performance period (August 2, 2020 – July 31, 2021).

II. ITEM AVAILABILITY

All items must be available in sufficient quantities to fill the customers' requirements. All deliveries must be made in accordance with the contractually established delivery order lead time.

III. DELIVERY INSTRUCTIONS

- A. Deliveries shall be made FOB Destination to each ordering activity and shall be free of damage, with all packing and packaging intact.
- B. Deliveries shall be made when and as requested by the Ordering Officer(s) of the activity concerned, and shall be accompanied by the delivery ticket of the dealer in triplicate, showing the exact quantities delivered. Deliveries shall be made by the contractor any day except Holidays, between the hours and location specified by the ordering officer (see Delivery Points/Schedule).
- C. Deliveries are required as indicated and between the hours listed on the delivery under

Times/Frequency. Occasionally, delivery times may need to be readjusted by the ordering activity.

- D. The customer will be responsible to notify the contractor of any changes in location or departure date.

- E. The contractor warrants that they will provide a person and telephone number where orders and changes can be received between 9:00 am and 4:00 pm, Monday through Saturday.

IV. DELIVERY VEHICLE REQUIREMENTS

- A. Supplies transported in vehicles that are not sanitary, or that have not maintained the proper temperatures, may be rejected at destination without further inspection.
- B. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code.

V. SUBSTITUTIONS

- A. If an item is not available, vendor is NOT to substitute an item without having a separate purchase order for the additional item. Customer MUST zero-out unavailable item(s) in STORES. Customer will be directly responsible for payment of any items not appearing on a STORES purchase order.
- B. The customer must authorize any substitution to their order prior to delivery. Substitutions must be of the same or higher quality and at the same or lower price. Payment of items will be based on the price in the vendor's electronic catalog. Therefore, firms that submit an invoice reflecting a higher price for substituted items will not be paid the full amount and will only be reimbursed for the unit price shown in the catalog.
- C. If the price of the substituted item is lower than the price of the item originally ordered, then the vendor shall invoice at the lower price and not the catalog price.

VI. HOLIDAYS

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

New Year's Day	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.

VII. EMERGENCY ORDERS

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

THE CONTRACTOR SHALL, WITHIN THREE (3) HOURS AFTER NOTICE THEREOF, DELIVER THE ITEM OR ITEMS TO SUCH CUSTOMER IN THE QUANTITIES SPECIFIED BY THE ORDERING OFFICER.

- B. The vendor shall provide, at maximum, two (2) emergency orders per month, per individual ordering activity or individual ship or vessel, at no additional cost to the Government.
- C. The vendor is responsible for furnishing the name of the designated point of contact responsible for handling emergency orders, and his/her phone number and/or pager number, to the customers.

VIII. AUTHORIZED RETURNS

- 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;
 - 7. Products delivered in unsanitary vehicles;
 - 8. Quantity excess as a result of order input error and/or Purchase Ratio Factor error.
- B. Any other conditions not specified above that are deemed to be valid reasons for return by the customer.

IX. SHORT SHIPMENTS/SHIPPING ERRORS

- A. All short shipments must be annotated by the receiving official on the delivery ticket/invoices accompanying the shipment.
- B. Any product delivered in error must be picked up by the vendor on the same day or by the next delivery day after notification by the ordering activity.

X. DELIVERY

- A. A delivery ticket will accompany each delivery citing order number, unit price, itemized, extended and totaled.
- B. It is mandatory that the Delivery Ticket include the contract number, call number, lead CLIN number, purchase order number, government unit of issue. Total quantity shall be based on Government unit of issue.
- C. Prices cited on delivery tickets for STORES orders will be the prices at the time of order and not the prices at time of delivery.
- D. All deliveries exclude national legal holidays unless otherwise indicated by ordering activity.
- E. Items will be off-loaded from the contractor(s) vehicle(s) and contractor personnel will place items delivered inside the dining halls, etc. Deliveries to ships shall be brought to the brow of the vessel, when applicable.

DELIVERIES WILL BE MADE TO:

NAVY, COAST GUARD AND NOAA SHIPS:

Various Home Ported and Visiting Navy Ships, NOAA Ships, and Coast Guard Cutters.

NAVY SHIPS

Multiple Pier Locations - Alongside MSCO, USN Vessels docked at Honolulu Piers, Pearl Harbor, Ford Island and West Lock.

(DELIVERY DAYS: Monday thru Saturday TIME: 0600-1500)

COAST GUARD SHIPS

Sand Island Access Road Honolulu,
HI
USCGC Oliver Berry (Z13924)
USCGC Walnut (Z15245)
USCGC Sherman (Z11406)
USCGC Kukui (Z15243)

(DELIVERY DAYS: Monday, Tuesday, Friday and Saturday TIME: 0600-1500)

NOAA SHIPS

1897 Ranger Loop
Honolulu, HI 96818
NOAA Ship Hi'ialakai (139257)
NOAA Ship Reuben Lasker (139256)
NOAA Ship Oscar Elton Sette (139256)
(DELIVERY DAYS: Monday thru Saturday TIME: 0600-1500)

DELIVERIES TO SHIPS:

Due to fluctuating arrival and /or departure schedules, ships may require delivery of products within a specific time frame. The Ordering Officer will advise the contractor of any special delivery requirements when placing orders, and the contractor will comply with the request.

**** Vendor must ensure that they have enough drivers to support the customers on the DLA Troop Support contracts. There is absolutely no flexibility on some of the Navy evolutions and the driver must be available at a specific time without a window for unloading (for example, deliveries to the Chill box which may occur once or twice every week; so delivery routes must be planned accordingly). The FLC will specify the times/priorities for deliveries to the Navy ships.**

FOR DELIVERIES MADE TO SHIPS, ALL ITEMS ARE REQUIRED TO BE PACKAGED IN DISPOSABLE, NON-RETURNABLE CARDBOARD BOXES SUITABLE FOR STACKING. THIS REQUIREMENT IS MANDATORY, NOT NEGOTIABLE

CONTROLLED INDUSTRIAL AREA (CIA) SECURITY REQUIREMENTS

SECURITY REQUIREMENTS APPLICABLE FOR PEARL HARBOR NAVAL SHIPYARD & IMF'S CONTROLLED INDUSTRIAL AREA, OTHER SENSITIVE AREAS, CONTROLLED NUCLEAR INFORMATION AREAS, AND/OR NUCLEAR WORK AREAS (REVISED AUG 2013) (See Attachment 4)

CONTRACT ADMINISTRATION DATA

I. CONTRACTING AUTHORITY

- A. The DLA TROOP SUPPORT Contracting Officer is the only person authorized to approve changes to, or modify any requirement of, the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA TROOP SUPPORT Contracting Officer.
- B. In the event the vendor effects any change at the direction of any person other than the DLA TROOP SUPPORT Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made to cover any costs associated with such change.
- C. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DLA Troop Support Contracting Officer.

II. INVOICING

- A. Each delivery will be accompanied by the contractor's delivery ticket/invoice. Three (3) copies (an original plus two) shall accompany the shipment. The customer shall sign all copies of the invoices/delivery ticket, keep one (1) copy and return the ORIGINAL copy to the vendor. Any changes must be made on the face of the invoice.
- B. All invoicing for payment is to be submitted electronically using the STORES/BSM Reconciliation (Recon) Tool website https://www.stores.dla.mil/stores_web/ (see pages 5 - 6).

No paper invoices shall be submitted to DFAS for payment.

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

- 1. Contract Number;
 - 2. Call Number or Delivery Order Number or Contract Order Number;
 - 3. Purchase Order Number;
 - 4. Contract Line Items listed in numeric sequence (also referred to as CLIN order);
 - 5. DODAAC
 - 6. Item Nomenclature;
 - 7. LSN or NSN;
 - 8. Quantity purchased per item in DLA TROOP SUPPORT's unit of issue;
 - 9. Clearly identified and annotated changes on all copies;
 - 10. Total dollar value of each invoice (reflecting changes to the shipment, if applicable).
- C. All invoices must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to its submission.
 - D. Vendors shall submit **one invoice per purchase order.**
 - E. Unit prices and extended prices must be formatted to only two (2) places beyond the decimal point. STORES will not accommodate positions of three (3) and above places beyond the decimal point. For example, an extended unit price of \$1.087 must be rounded up to \$1.09.
 - F. Information on the STORES/BSM Reconciliation (Recon) Tool invoicing website: To create an account, go to the website https://www.stores.dla.mil/acct_mgr_tool/Login.asp and select **New Account Request Form** and follow the directions. After registration, you will receive a User Name and Password to access data from your contract. You will then be asked to review data on the website and either post new lines or change existing lines on the site to reflect what was delivered. EDI invoices will be generated, which will be sent to the paying office for payment.
 - G. Vendor Reconciliation Tool - The STORES/BSM Reconciliation tool is available from the DLA Troop Support Subsistence Website at https://www.stores.dla.mil/acct_mgr_tool/Login.asp. This tool is only for

vendors that have a DLA TROOP SUPPORT contract and are invoicing using the 810 transaction set. Both invoice and receipt information will be available for review on the EBS website by the Market Ready Vendor. In order to view information on this website you must apply for a password. The reconciliation tool will match the customers' receipts to the vendors' electronically submitted EDI 810 invoice. The vendors will be able to see the lines that did not match for review and possible update. A training tool is available on our homepage under Reconciliation tool training.

- H. All vendors are required to obtain a Public Key Interface (PKI) certificate for each individual that will have access to the DLA Troop Support Reconciliation Tool.

III. PAYMENTS

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

Customers are to place orders electronically that will flow through the DLA TROOP SUPPORT ordering system STORES. In the temporary event that order cannot be conducted electronically, customers are to process orders manually and a copy of the signed invoices must also be faxed to the Contract Specialist at 808-474-2946.

- B. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (I) of Clause 52.212-4 "Contract Terms and Conditions – Commercial Items", appearing in the section of this solicitation entitled "Contract Clauses".
- C. All offerors must have the ability to accept an 820 transaction set from its financial institution. DFAS Columbus will no longer forward a detailed summary of payment(s). This information will only be available from your bank.
- D. Payment is currently being made in approximately ten (10) days after the receipt of a proper invoice; however, payment is still subject to the terms and conditions of the Prompt Payment Act (31 U.S.C. 3903). All electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made.
- E. The Government intends to utilize Electronic Funds Transfer (EFT) to make payments under the resultant contract(s). However, the Government reserves the right to use a manual payment system, i.e. check, if the need arises. Refer to Clause 52.232-33 "Mandatory Information for Electronic Funds Transfer Payment".
- F. VENDOR PAYMENT INQUIRY SYSTEM - ACCESS AT: <https://myinvoice.csd.disa.mil/index.html>

IV. ADMINISTRATION

- A. Administration of the contract will be performed by DLA TROOP SUPPORT in Philadelphia.
- B. Administration of the individual delivery order will be performed by a designated representative at the ordering activity. This includes approving product substitutions and delivery changes.
- C. The DLA TROOP SUPPORT Contracting Officer must approve any changes to the contract.

Notice to our Valued Suppliers

1. Complete Standard Form 1449, 17a, 30a, b and c.
2. Complete all Supplies/Prices “Schedule” sheets (Offered Prices) and Qualifications.
3. Sign and return any/all amendments.
4. Complete the CAGE Code and DUNS number.
5. Complete all of the following and any additional Offeror Representations and Certifications:
 - Y PROVIDE AUTHORIZED NEGOTIATORS
 - Y Review the REVISED INFORMATION noted via Clause 52.212-2, Evaluation –Commercial Items
 - Y FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS
 - Y FAR 52.215-6 PLACE OF PERFORMANCE
 - Y Review and complete DFARS 252.209-7994 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law – Fiscal Year 2015 Appropriations (Deviation 2014-O0005).
 - Y The requirements for Clause 52.222-37 (see Addendum to FAR 52.212-5), Employment Reports on Special Disabled Veterans and Veterans of the Vietnam Era (38 U.S.C. 4212) mandate annual reporting of certain statistics on a form titled "FederalContractor Veterans' Employment Report VETS-100."
6. All offerors are required to submit a **Wholesale Price List** with their offer.
7. All offerors are required to submit AIB Documentations, and each third party warehouse audit (i.e. AIB Certifications, other State or Federal sanitation inspection). For additional information see Quality Requirements section, herein for details.
8. ALL VENDORS MUST BE REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) TO RECEIVE AN AWARD. SEE CLAUSE 52.212-4(t)

GO TO [HTTPS://WWW.SAM.GOV](https://www.sam.gov) FOR DETAILS

Please submit the CAGE Code: _____

STORES (Subsistence Total Order and Receipt Electronic System)

The automated STORES (Subsistence Total Order and Receipt Electronic System) will be used to the maximum extent practical on the resultant contracts from this solicitation. Orders will be sent via a computer-generated fax (STORES purchase order). In order to facilitate the receipt and payment process, there is specific information contained on the STORES purchase order that **MUST** be mirrored on the vendor's invoice. The information may have to be hand written on the invoice. Please ensure the information is correct and legible. Invoices for those customers placing orders under STORES must be submitted for payment to the following address:

DFAS BVDP (SL4701)
P.O. Box 369031
Columbus, Ohio 43236-9031

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

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

1. If your company is able to exchange information electronically through ANSI X12 format, we could set your company up as an EDI vendor immediately, being able to receive orders and send invoices electronically. There are companies available who for a fee will turn your flat files into EDI Invoices (810 transactions).
2. The STORES/BSM Reconciliation (Recon) Tool web application is used to submit your invoices electronically. This system can be found on the DLA TROOP SUPPORT web page for Subsistence, https://www.stores.dla.mil/stores_web/default.aspx. You will be issued a User ID and Password, after properly registering for this site. This application will allow you to see on the website receipts by the customers, for your contracts only. You can review the receipt and, if in agreement you will simply type in an invoice number to submit your invoice to DFAS. This receipt information is available at this website for 8 weeks. The user will have the ability to add lines or change existing lines to reflect what was delivered. The changes will be e-mailed to your DLA Troop Support Account Manager, who will work at resolving the differences; however, the customer must make the corrections electronically. Vendors are encouraged to wait until the receipt is adjusted to submit their invoices. The system will be updated daily from the receipt files. Invoices submitted using this website will generate an EDI invoice to flow through the paying process at DFAS. If you need additional information on electronic or alternate electronic invoice processing contact your DLA TROOP SUPPORT Account Manager or Buyer or use the Recon Training Tool.

One of the above methods must be used as paper invoices are no longer a viable option.

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

1. Contract Number - i.e. SPM300-12-D-W500 (on attached sample). This number will remain constant throughout the life of the contract.
2. Call Number - i.e. 0006 (Lap ID number of the purchase order). This number will change with every order.
3. Lead CLIN No. - i.e. 19 (This is the item number on the purchase order). This number will change with every order.
4. Purchase Order Number - i.e. W81YMG13060865. This number will change with every order.
5. Required Delivery Date (RDD) i.e. 5/3/12. This date will change with each order.

Each order will contain similar information. Contractor is responsible to extract the correct information from the STORES order for each invoice.

SAMPLE OF SENT ORDER DETAILS

Purchase Order Number:	W81YMG13060865
Contract Number:	SPM30012DW500
Vendor:	VENDOR NAME
Call Number:	0006
Ordering Point:	W81YMG
Ship To DoDAAC:	W81YMG
RDD:	5/3/2012
Receipt Date:	
Source of Receipt:	Manual

Include?	CLIN	Document Number	Stock Number	FIC	Description	U/M	PRF	DLA TROOP SUPPORT		Order Qty	Receipt Qty	Cost	Proj Code
			Part Number					U/I	Price				
<input type="checkbox"/>	19	FT1234913203	892001E114646 24415		BREAD, WHITE, FRESH, PAN BAKED, SANDWICHED ENRICHED 16 OZ PG	PG	1	PG	\$1.13	12		\$13.56	
<input type="checkbox"/>	20	FT123490913204	892001E115994 53067 21321		BREAD, WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP, 24 OZ PG	PG	1	PG	\$1.98	10		\$19.80	
<input type="checkbox"/>	21	FT123490913206	892001E119580 1220		ROLLS, HAMBURGER, FRESH, SLICED WHITE, W/ SESAME SEEDS, 12 PER 23 OZ PG	PG	1	PG	\$1.88	10		\$18.80	
Total:												\$52.16	

SPE30218R0001: Bread and Bakery for Hawaii
Ships Customers Group 1

Offeror's Name:

CAGE Code:

Item	Item Name/Description	Minimum PKG Size	Product Code	Wholesale Price	Count Per PKG	PKG Size in OZ
0	Bread Example	16 oz per loaf	1234	\$ 2.34	1	16
1	BREAD CRUMBS, FRESH, 10 LB PG	5 LB Package				
2	BREAD, FRENCH, FRESH, HEARTH BAKED, 20 OZ PG	16 oz per loaf				
3	BREAD, FRENCH, FRESH, SLICED, HEARTH BAKED, 20 OZ EA	16 oz per loaf				
4	BREAD, PART WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP, 24 OZ EA	16 oz per loaf				
5	BREAD, PITA, FRESH, WHITE, 12 OZ, 6/PG	6 ct per PKG				
6	BREAD, PUMPERNICKEL, FRESH, SLICED, HEARTH BAKED, 19 OZ PG	16 oz per loaf				
7	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, SANDWICH, 24 OZ PG	16 oz per loaf				
8	BREAD, RYE, FRESH, SLICED, PAN BAKED, ROUND TOP, 24 OZ PG	16 oz per loaf				
9	BREAD, RYE, FRESH, SLICED, PAN BAKED, SANDWICH, 32 OZ PG	16 oz per loaf				
10	BREAD, SWEET, FRESH, SLICED, 3/4 IN., 24 OZ PG	16 oz per loaf				
11	BREAD, VIENNA, FRESH, (UNSLICED), 20 OZ PG	16 oz per loaf				
12	BREAD, WHITE, FRESH, SLICED, PAN BAKED, ROUND TOP, ENRICHED, 24 OZ PG	16 oz per loaf				
13	BREAD, WHITE, FRESH, SLICED, PAN BAKED, SANDWICH, ENRICHED, 24 OZ PG	16 oz per loaf				
14	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST), 24 OZ PG	16 oz per loaf				
15	BREAD, WHITE, LOW SODIUM, FRESH, PAN BAKED, ROUND TOP, ENRICHED, 19 OZ PG	16 oz per loaf				
16	BREAD, WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP	16 oz per loaf				
17	MUFFIN, ENGLISH, FRESH, SLICED, 12 PER 24 OZ PG, (BOXED)	6 ct per PKG				
18	ROLLS, DINNER, FRESH, WHITE, PAN BAKED, 12 PER 24 OZ PG	6 ct per PKG				
19	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, ENRICHED, 12 PER 36 OZ PG	6 ct per PKG				
20	ROLLS, FRANKFURTER, FRESH, SLICED, PAN BAKED, ENRICHED, 12 INCH	6 ct per PKG				
21	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 36 OZ PG	6 ct per PKG				
22	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, W/SESAME SEEDS, PAN BAKED, 8 PER 32 OZ P	6 ct per PKG				
23	ROLLS, HAMBURGER, FRESH, SLICED, WHOLE WHEAT, PAN BAKED, 12 PER 36 OZ PG	6 ct per PKG				

24	PG	ROLLS, HAMBURGER, FRESH, WHITE, W/SESAME SEEDS, DOUBLE-CUT, 12 PER 36 OZ	6 ct per PKG				
25		ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, HEARTH BAKED, 6 PER 24 OZ PG	6 ct per PKG				
26		ROLLS, ITALIAN, FRESH, 6 PER 32 OZ PG	6 ct per PKG				
27		ROLLS, KAISER, FRESH, SLICED, WHITE	6 ct per PKG				
28		SWEET ROLLS, HAW'N, FRESH, 12 PER 24 OZ PG	6 ct per PKG				

SPE30218R0001: Bread and Bakery Items for Hawaii
 Ships Customers Group 1

Offeror's Name:

CAGE Code:

Tier 1 (August 5, 2018 through August 3, 2019)						
Item	Estimate LBS	Price Per PKG	PKG Size in OZ	Price Per LBS	TIER(1) Sub-total	
0 Bread/Example	1000	\$ 2.00	16	\$ 2.00	\$ 2,000.00	#DIV/0!
1 BREAD CRUMBS, FRESH, 10 LB PG	63	\$ -		#DIV/0!		#DIV/0!
2 BREAD, FRENCH, FRESH, HEARTH BAKED, 20 OZ PG	318	\$ -		#DIV/0!		#DIV/0!
3 BREAD, FRENCH, FRESH, SLICED, HEARTH BAKED, 20 OZ EA	231	\$ -		#DIV/0!		#DIV/0!
4 BREAD, PART WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP, 24 OZ EA	6514	\$ -		#DIV/0!		#DIV/0!
5 BREAD, PITA, FRESH, WHITE, 12 OZ, 6/PG	200	\$ -		#DIV/0!		#DIV/0!
6 BREAD, PUMPERNICKEL, FRESH, SLICED, HEARTH BAKED, 19 OZ PG	151	\$ -		#DIV/0!		#DIV/0!
7 BREAD, RAISIN, FRESH, SLICED, PAN BAKED, SANDWICH, 24 OZ PG	2167	\$ -		#DIV/0!		#DIV/0!
8 BREAD, RYE, FRESH, SLICED, PAN BAKED, ROUND TOP, 24 OZ PG	645	\$ -		#DIV/0!		#DIV/0!
9 BREAD, RYE, FRESH, SLICED, PAN BAKED, SANDWICH, 32 OZ PG	665	\$ -		#DIV/0!		#DIV/0!
10 BREAD, SWEET, FRESH, SLICED, 3/4 IN., 24 OZ PG	18	\$ -		#DIV/0!		#DIV/0!
11 BREAD, VIENNA, FRESH, (UNSLICED), 20 OZ PG	315	\$ -		#DIV/0!		#DIV/0!
12 BREAD, WHITE, FRESH, SLICED, PAN BAKED, ROUND TOP, ENRICHED, 24 OZ PG	100	\$ -		#DIV/0!		#DIV/0!
13 BREAD, WHITE, FRESH, SLICED, PAN BAKED, SANDWICH, ENRICHED, 24 OZ PG	9657	\$ -		#DIV/0!		#DIV/0!
14 BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST), 24 OZ PG	910	\$ -		#DIV/0!		#DIV/0!
15 BREAD, WHITE, LOW SODIUM, FRESH, PAN BAKED, ROUND TOP, ENRICHED, 19 OZ PG	322	\$ -		#DIV/0!		#DIV/0!
16 BREAD, WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP	200	\$ -		#DIV/0!		#DIV/0!
17 MUFFIN, ENGLISH, FRESH, SLICED, 12 PER 24 OZ PG, (BOXED)	90	\$ -		#DIV/0!		#DIV/0!
18 ROLLS, DINNER, FRESH, WHITE, PAN BAKED, 12 PER 24 OZ PG	1410	\$ -		#DIV/0!		#DIV/0!
19 ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, ENRICHED, 12 PER 36 OZ PG	7400	\$ -		#DIV/0!		#DIV/0!
20 ROLLS, FRANKFURTER, FRESH, SLICED, PAN BAKED, ENRICHED, 12 INCH	100	\$ -		#DIV/0!		#DIV/0!
21 ROLLS, HAMBURGER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 36 OZ PG	3701	\$ -		#DIV/0!		#DIV/0!
22 ROLLS, HAMBURGER, FRESH, SLICED, WHITE, W/SESAME SEEDS, PAN BAKED, 8 PER 32 OZ P	5245	\$ -		#DIV/0!		#DIV/0!
23 ROLLS, HAMBURGER, FRESH, SLICED, WHOLE WHEAT, PAN BAKED, 12 PER 36 OZ PG	516	\$ -		#DIV/0!		#DIV/0!

24	PG	ROLLS, HAMBURGER, FRESH, WHITE, W/SESAME SEEDS, DOUBLE-CUT, 12 PER 36 OZ	1582	\$	-		#DIV/0!	#DIV/0!	
25		ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, HEARTH BAKED, 6 PER 24 OZ PG	3997	\$	-		#DIV/0!	#DIV/0!	
26		ROLLS, ITALIAN, FRESH, 6 PER 32 OZ PG	2199	\$	-		#DIV/0!	#DIV/0!	
27		ROLLS, KAISER, FRESH, SLICED, WHITE	100	\$	-		#DIV/0!	#DIV/0!	
28		SWEET ROLLS, HAW'N, FRESH, 12 PER 24 OZ PG	556	\$	-		#DIV/0!	#DIV/0!	
		Total Price for Tier 1:							#DIV/0!

SPE30218R0001: Bread and Bakery Items for Hawaii
 Ships Customers Group 1
 Offeror's Name:
 CAGE Code:

Tier 2 (August 4, 2019 through August 1, 2020)									
Item	Item Name/Description	Estimate LBS	Price Per PKG	PKG Size in OZ	Price Per LBS	TIER(1) Sub-total			
0	Bread/Example	1000	\$ 2.00	16	\$ 2.00	\$ 2,000.00			
1	BREAD CRUMBS, FRESH, 10 LB PG	63	\$ -		#DIV/0!	#DIV/0!			
2	BREAD, FRENCH, FRESH, HEARTH BAKED, 20 OZ PG	318	\$ -		#DIV/0!	#DIV/0!			
3	BREAD, FRENCH, FRESH, SLICED, HEARTH BAKED, 20 OZ EA	231	\$ -		#DIV/0!	#DIV/0!			
4	BREAD, PART WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP, 24 OZ EA	6514	\$ -		#DIV/0!	#DIV/0!			
5	BREAD, PITA, FRESH, WHITE, 12 OZ, 6/PG	200	\$ -		#DIV/0!	#DIV/0!			
6	BREAD, PUMPERNICKEL, FRESH, SLICED, HEARTH BAKED, 19 OZ PG	151	\$ -		#DIV/0!	#DIV/0!			
7	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, SANDWICH, 24 OZ PG	2167	\$ -		#DIV/0!	#DIV/0!			
8	BREAD, RYE, FRESH, SLICED, PAN BAKED, ROUND TOP, 24 OZ PG	645	\$ -		#DIV/0!	#DIV/0!			
9	BREAD, RYE, FRESH, SLICED, PAN BAKED, SANDWICH, 32 OZ PG	665	\$ -		#DIV/0!	#DIV/0!			
10	BREAD, SWEET, FRESH, SLICED, 3/4 IN., 24 OZ PG	18	\$ -		#DIV/0!	#DIV/0!			
11	BREAD, VIENNA, FRESH, (UNSLICED), 20 OZ PG	315	\$ -		#DIV/0!	#DIV/0!			
12	BREAD, WHITE, FRESH, SLICED, PAN BAKED, ROUND TOP, ENRICHED, 24 OZ PG	100	\$ -		#DIV/0!	#DIV/0!			
13	BREAD, WHITE, FRESH, SLICED, PAN BAKED, SANDWICH, ENRICHED, 24 OZ PG	9657	\$ -		#DIV/0!	#DIV/0!			
14	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST), 24 OZ PG	910	\$ -		#DIV/0!	#DIV/0!			
15	BREAD, WHITE, LOW SODIUM, FRESH, PAN BAKED, ROUND TOP, ENRICHED, 19 OZ PG	322	\$ -		#DIV/0!	#DIV/0!			
16	BREAD, WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP	200	\$ -		#DIV/0!	#DIV/0!			
17	MUFFIN, ENGLISH, FRESH, SLICED, 12 PER 24 OZ PG, (BOXED)	90	\$ -		#DIV/0!	#DIV/0!			
18	ROLLS, DINNER, FRESH, WHITE, PAN BAKED, 12 PER 24 OZ PG	1410	\$ -		#DIV/0!	#DIV/0!			
19	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, ENRICHED, 12 PER 36 OZ PG	7400	\$ -		#DIV/0!	#DIV/0!			
20	ROLLS, FRANKFURTER, FRESH, SLICED, PAN BAKED, ENRICHED, 12 INCH	100	\$ -		#DIV/0!	#DIV/0!			
21	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 36 OZ PG	3701	\$ -		#DIV/0!	#DIV/0!			
22	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, W/SESAME SEEDS, PAN BAKED, 8 PER 32 OZ P	5245	\$ -		#DIV/0!	#DIV/0!			
23	ROLLS, HAMBURGER, FRESH, SLICED, WHOLE WHEAT, PAN BAKED, 12 PER 36 OZ PG	516	\$ -		#DIV/0!	#DIV/0!			

24	PG	ROLLS, HAMBURGER, FRESH, WHITE, W/SESAME SEEDS, DOUBLE-CUT, 12 PER 36 OZ	1582	\$	-		#DIV/0!	
25		ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, HEARTH BAKED, 6 PER 24 OZ PG	3997	\$	-		#DIV/0!	
26		ROLLS, ITALIAN, FRESH, 6 PER 32 OZ PG	2199	\$	-		#DIV/0!	
27		ROLLS, KAISER, FRESH, SLICED, WHITE	100	\$	-		#DIV/0!	
28		SWEET ROLLS, HAW'N, FRESH, 12 PER 24 OZ PG	556	\$	-		#DIV/0!	
		Total Price for Tier 2:						#DIV/0!

SPE30218R0001: Bread and Bakery Items for Hawaii
Ships Customers Group 1
 Offeror's Name:
 CAGE Code:

		Tier 3 (August 2, 2020 through July 31, 2021)					
Item	Item Name/Description	Estimate LBS	Price Per PKG	PKG Size In OZ	Price Per LBS	TIER(1) Sub-total	
0	Bread/Example	1000	\$ 2.00	16	\$ 2.00	\$ 2,000.00	#DIV/0!
1	BREAD CRUMBS, FRESH, 10 LB PG	779	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
2	BREAD, FRENCH, FRESH, HEARTH BAKED, 20 OZ PG	1200	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
3	BREAD, FRENCH, FRESH, SLICED, HEARTH BAKED, 20 OZ EA	795	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
4	BREAD, PART WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP, 24 OZ EA	153	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
5	BREAD, PITA, FRESH, WHITE, 12 OZ, 6/PG	1620	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
6	BREAD, PUMPERNICKEL, FRESH, SLICED, HEARTH BAKED, 19 OZ PG	326	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
7	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, SANDWICH, 24 OZ PG	192	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
8	BREAD, RYE, FRESH, SLICED, PAN BAKED, ROUND TOP, 24 OZ PG	2232	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
9	BREAD, RYE, FRESH, SLICED, PAN BAKED, SANDWICH, 32 OZ PG	855	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
10	BREAD, SWEET, FRESH, SLICED, 3/4 IN., 24 OZ PG	3660	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
11	BREAD, VIENNA, FRESH, (UNSLICED), 20 OZ PG	3228	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
12	BREAD, WHITE, FRESH, SLICED, PAN BAKED, ROUND TOP, ENRICHED, 24 OZ PG	2640	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
13	BREAD, WHITE, FRESH, SLICED, PAN BAKED, SANDWICH, ENRICHED, 24 OZ PG	2835	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
14	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST), 24 OZ PG	1308	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
15	BREAD, WHITE, LOW SODIUM, FRESH, PAN BAKED, ROUND TOP, ENRICHED, 19 OZ PG	2016	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
16	BREAD, WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP	2712	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
17	MUFFIN, ENGLISH, FRESH, SLICED, 12 PER 24 OZ PG, (BOXED)	2172	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
18	ROLLS, DINNER, FRESH, WHITE, PAN BAKED, 12 PER 24 OZ PG	98	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
19	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, ENRICHED, 12 PER 36 OZ PG	340	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
20	ROLLS, FRANKFURTER, FRESH, SLICED, PAN BAKED, ENRICHED, 12 INCH	1555	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
21	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 36 OZ PG	912	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
22	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, W/SESAME SEEDS, PAN BAKED, 8 PER 32 OZ P	1608	\$ -		#DIV/0!	#DIV/0!	#DIV/0!
23	ROLLS, HAMBURGER, FRESH, SLICED, WHOLE WHEAT, PAN BAKED, 12 PER 36 OZ PG	1168	\$ -		#DIV/0!	#DIV/0!	#DIV/0!

24	PG	ROLLS, HAMBURGER, FRESH, WHITE, W/SESAME SEEDS, DOUBLE-CUT, 12 PER 36 OZ	1007	\$	-		#DIV/0!	#DIV/0!	
25		ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, HEARTH BAKED, 6 PER 24 OZ PG	1539	\$	-		#DIV/0!	#DIV/0!	
26		ROLLS, ITALIAN, FRESH, 6 PER 32 OZ PG	2643	\$	-		#DIV/0!	#DIV/0!	
27		ROLLS, KAISER, FRESH, SLICED, WHITE	1418	\$	-		#DIV/0!	#DIV/0!	
28		SWEET ROLLS, HAW'N, FRESH, 12 PER 24 OZ PG	815	\$	-		#DIV/0!	#DIV/0!	
		Total Price for Tier 3:							#DIV/0!

SPE30218R0001: Bread and Bakery Items for Hawaii	
Ships Customers Group 1	
Offeror's Name:	
CAGE Code:	

Item	Item Name/Description	Aggregate Price	Remarks
0	Bread/Example	\$ 6,000.00	
1	BREAD CRUMBS, FRESH, 10 LB PG	#DIV/0!	
2	BREAD, FRENCH, FRESH, HEARTH BAKED, 20 OZ PG	#DIV/0!	
3	BREAD, FRENCH, FRESH, SLICED, HEARTH BAKED, 20 OZ EA	#DIV/0!	
4	BREAD, PART WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP, 24 OZ EA	#DIV/0!	
5	BREAD, PITA, FRESH, WHITE, 12 OZ, 6/PG	#DIV/0!	
6	BREAD, PUMPERNICKEL, FRESH, SLICED, HEARTH BAKED, 19 OZ PG	#DIV/0!	
7	BREAD, RAISIN, FRESH, SLICED, PAN BAKED, SANDWICH, 24 OZ PG	#DIV/0!	
8	BREAD, RYE, FRESH, SLICED, PAN BAKED, ROUND TOP, 24 OZ PG	#DIV/0!	
9	BREAD, RYE, FRESH, SLICED, PAN BAKED, SANDWICH, 32 OZ PG	#DIV/0!	
10	BREAD, SWEET, FRESH, SLICED, 3/4 IN., 24 OZ PG	#DIV/0!	
11	BREAD, VIENNA, FRESH, (UNSLICED), 20 OZ PG	#DIV/0!	
12	BREAD, WHITE, FRESH, SLICED, PAN BAKED, ROUND TOP, ENRICHED, 24 OZ PG	#DIV/0!	
13	BREAD, WHITE, FRESH, SLICED, PAN BAKED, SANDWICH, ENRICHED, 24 OZ PG	#DIV/0!	
14	BREAD, WHITE, FRESH, SLICED, THICK, PAN BAKED, (FOR TEXAS TOAST), 24 OZ PG	#DIV/0!	
15	BREAD, WHITE, LOW SODIUM, FRESH, PAN BAKED, ROUND TOP, ENRICHED, 19 OZ PG	#DIV/0!	
16	BREAD, WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP	#DIV/0!	
17	MUFFIN, ENGLISH, FRESH, SLICED, 12 PER 24 OZ PG, (BOXED)	#DIV/0!	
18	ROLLS, DINNER, FRESH, WHITE, PAN BAKED, 12 PER 24 OZ PG	#DIV/0!	
19	ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, ENRICHED, 12 PER 36 OZ PG	#DIV/0!	
20	ROLLS, FRANKFURTER, FRESH, SLICED, PAN BAKED, ENRICHED, 12 INCH	#DIV/0!	
21	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, PAN BAKED, 12 PER 36 OZ PG	#DIV/0!	
22	ROLLS, HAMBURGER, FRESH, SLICED, WHITE, W/SESAME SEEDS, PAN BAKED, 8 PER 32 OZ P	#DIV/0!	
23	ROLLS, HAMBURGER, FRESH, SLICED, WHOLE WHEAT, PAN BAKED, 12 PER 36 OZ PG	#DIV/0!	
24	ROLLS, HAMBURGER, FRESH, WHITE, W/SESAME SEEDS, DOUBLE-CUT, 12 PER 36 OZ PG	#DIV/0!	

25	ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, HEARTH BAKED, 6 PER 24 OZ PG	#DIV/0!	
26	ROLLS, ITALIAN, FRESH, 6 PER 32 OZ PG	#DIV/0!	
27	ROLLS, KAISER, FRESH, SLICED, WHITE	#DIV/0!	
28	SWEET ROLLS, HAW'N, FRESH, 12 PER 24 OZ PG	#DIV/0!	
	Aggregate Price	#DIV/0!	

**Request for Proposal (RFP) No. SPE302-18-R-0001
Attachment 3**

PAST PERFORMANCE QUESTIONNAIRE

**TO BE COMPLETED BY THE RESPONDENT AND RETURNED TO DEFENSE LOGISTICS
AGENCY (DLA) TROOP SUPPORT HAWAII (PLEASE DO NOT RETURN TO THE
CONTRACTOR WHO ORIGINATED THIS REQUEST)**

Offeror's Name:
Cage Code:

The completion of Part I of this questionnaire shall be completed by the offeror.

The completion of Part II of this questionnaire is requested from the respondent's agency/company in order that DLA Troop Support Hawaii may evaluate the aforementioned contractor's past performance on previous contracts as it relates to the probability of successful accomplishment of the work required by DLA Troop Support relative to the award of the contract resulting from the solicitation.

The respondent shall please provide concise comments regarding your overall assessment of the contractor's performance on the contract identified below. Please respond to each question in a narrative format. Please e-mail your completed questionnaire directly to all the addresses below **and** Email to: Mickey Skiles at mickey.skiles@dla.mil and Jean Ross at jean.ross@dla.mil by **May 3, 2018 at 8:00 am Hawaii Standard Time**:

The questionnaire shall be completed as provided. If required, only the spacing may be modified to accommodate the offeror's or respondent's comments.

PART I – TO BE COMPLETED BY OFFEROR

DEADLINE FOR RESPONDENT'S RESPONSE: _____ [Offeror to fill-in]

1. Contractor Name:

2. Contract number:

3. Point of contact/phone number and fax number at agency where the contract was performed:

Name:

Telephone:

Fax:

Email:

4. Detailed description of the work performed:

5. Dollar value of contract:

6. Period of Performance:

7. Name(s) of subcontractors used, if any, and a description or work performed by the subcontractor(s):

**Request for Proposal (RFP) No. SPE302-18-R-0001
Attachment 3**

PART II – TO BE COMPLETED BY THE RESPONDENT

1. Describe the work that the offeror performed for you under this contract as follows:

- A. Average number of delivery stops (i.e. delivery stops are individual delivery points receiving supplies under a delivery order) per week
- B. Average number of line items/SKUs on the contract/catalog
- C. Instances of problems and the actions taken to resolve and preclude recurrence
- D. Any instances of exceptional performance exceeding requirements
- E. Fill rates without substitutions.

2. Assessment Elements. Circle the appropriate letter for each item on the questionnaire (or if forwarding electronic copy via e-mail, “bold” the appropriate letter) and provide supporting narrative. The definitions of the Acceptable /Unacceptable ratings are provided below:

<u>Adjectival Rating</u>	<u>Description</u>
Acceptable (A)	Fully compliant accomplishment of contract requirements and positive customer satisfaction with Low Performance Risk.
Unacceptable (U)	Failure to properly accomplish contract requirements and failure to satisfy customer resulting in Unacceptable Risk.
Not Applicable (N)	Unable to provide a score. Performance in this area not applicable to work done for respondent by offeror.

(1) Achieving Contract Requirements: The offeror’s demonstrated history of delivering products and services met or exceeded the requirements of the contract.

- How would you describe your level of customer satisfaction?

A U N

If applicable: Also describe instances of rework and/or deficiency reports. Also describe effective and/or innovative work applications that were beneficial to you.

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(2) Timeliness.

Did the Contractor meet/comply with performance schedules?

A U N

If applicable: Please describe what the causes of any delay were.

- Rate the timeliness of submission of requested information, reports and invoicing.

A U N

(3) Contractor Responsiveness. The offeror's demonstrated ability to:

- Respond to customer concerns

A U N

- Isolate and resolve problems
 - the number and severity of problems
 - the effectiveness of corrective actions taken

A U N

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- Contractor's cost control. Did the contractor deliver at the agreed-to price/cost? Describe the reasons for changes to contract value (e.g., scope changes, overrun/under-run, buyer-imposed schedule changes, etc.)

A U N

3. Is there anyone else we should send this questionnaire to? Please identify by name, organization, and phone number.

4. Please provide the name, title, address, and phone number of the person completing this questionnaire.

Phone _____ FAX _____

Thank you for your assistance in this source selection. If you have any questions, you can contact:

Mr. Mickey Skiles
Mickey.skiles@dla.mil
PH: (808) 474-2946

Ms. Jean Ross
jean.ross@dla.mil
PH: (808) 474-2940

SECURITY REQUIREMENTS APPLICABLE FOR PEARL HARBOR NAVAL SHIPYARD & IMF'S CONTROLLED INDUSTRIAL AREA, OTHER SENSITIVE AREAS, CONTROLLED NUCLEAR INFORMATION AREAS, AND/OR NUCLEAR WORK AREAS

(REVISED AUG 2013)

1. The provisions of these security requirements are applicable to Shipyard & IMF areas including the areas listed below: (R)

a. CIA-I (Controlled Industrial Area I) – The large fenced-in area encompassing the waterfront and industrial shops, extending from Building 1274 to include all of Bravo Pier 2.

b. When activated, CIA-II (Controlled Industrial Area II)- Dry Dock No. 4 Compound (including Building 1444).

c. Areas designated "Other Sensitive Area" (OSA), "Controlled Nuclear Information Area" (CNIA); and "Nuclear Work Area" (NWA).

2. **Performance of all work under this contract (includes task and delivery orders) is restricted to U.S. citizens and U.S. nationals only.** U.S. citizen employees of a foreign owned, controlled, and/or influenced company (including a parent company) for access purposes are considered foreign nationals and special authorization would be required for escorted access to PHNSY & IMF spaces. (R)

3. For issuance of Red or Yellow badges, a "classified contract" is required with a Contract Security Classification Specification (DD 254) that allows access to Restricted Data (for Red) and Naval Nuclear Propulsion Information (NNPI) (for both). Also in accordance with OPNAVINST N9210.3 (Safeguarding of NNPI) the contract or subcontract must incorporate all NNPI handling requirements. (R)

4. These security requirements are applicable to the prime contractor as well as to all subcontractors and suppliers thereunder. For unescorted access, these requirements shall be incorporated into Shipyard & IMF and co-located command originated and funded contracts and memorandums of agreement or understanding. (R)

5. The period of proposed contract work to be performed in particular areas of the Shipyard & IMF is subject to further approval of the Shipyard & IMF Commander depending on the sensitivity of Shipyard & IMF industrial operations in the affected areas.

6. Three weeks prior to the visit, the contractor, subcontractors, and suppliers shall complete applicable items on Part 1 of the Contractor Visit Request (VR) form (PH-SYD 5512/28) and submit it to the Government Contracting Activity (GCA) or COR for completion of Part 2. The GCA/COR will then forward the VR and DD 254, as applicable, to the Shipyard & IMF Sponsor for completion of Part 3 no later than two weeks prior to the visit. The Shipyard & IMF Sponsor will submit the VR to the Pass and Identification Office (Pass and ID) no later than one week prior the visit. The VR must include the type of U.S. citizenship. Entry into the CIA, CNIA, NWA or OSA may be authorized under one of the following conditions. (R)

a. For unescorted entry to the CIA: contractor personnel must show proof of U.S. citizenship before a Green badge can be issued.

b. For unescorted entry into an OSA, CNIA or NWA:

(1) All contractors, subcontractors, and suppliers must have a DOD Facility Security Clearance and those contractor employees who need access to the OSA, CNIA and/or NWA must have DOD security clearances granted by Defense Security Service (DSS). A Yellow or Red badge will be issued depending on the areas needed to be accessed. For a Yellow (CNIA) badge, the contractor must have at least an Interim Confidential. For a Red (NWA) badge, the contractor must have a final security clearance.

c. For situations other than the above, personnel requiring unclassified/CIA access may be issued a White "Escort Required" ("ER") badge for CIA access under the escort of a briefed Yellow or Red badged Shipyard & IMF employee knowledgeable of the area. Escorted access to CNIA's and NWAs must be (R)

coordinated with the cognizant Department Security Coordinator to ensure that the area is sanitized and the escort is properly briefed/knowledgeable of the area. Contractors, subcontractors, and suppliers are advised that processing of "ER" badges may take up to five working days to complete.

d. The initial submittal of VR forms need not be all-inclusive. It may be expanded to meet the essential requirements of the contractor. Each individual added to the list, however shall be subject to the same pre-entry screening requirements as outlined above.

e. Under no circumstances shall personnel sign, transmit or hand-carry their own VR. The VR should be mailed, e-mailed encrypted or password protected, or delivered by the GCA or Shipyard & IMF Sponsor. (R)

f. Ensure that all contractor employees provide a valid (i.e. state or federally issued) photo identification card and proof of U.S. citizenship to the Pass and ID Office prior to being issued a Shipyard & IMF badge, see Attachment (1) for a list of acceptable documents. (R)

g. Ensure any derogatory or questionable information concerning contractor employees possessing a DOD security clearance or a Shipyard & IMF badge is immediately reported to the Security Office (Code 1125) so that access eligibility can be evaluated.

h. Ensure that contractor employees attend a 30-minute orientation on the safety, security, and radiological protection aspects of industrial operations within the Shipyard & IMF. (R)

NOTE: The briefing, which is in the form of a video presentation will be given at the Pass and ID Office in groups of 10, prior to the issuance of Shipyard & IMF badges. Special arrangements for larger groups can be scheduled upon request.

i. Ensure that onsite contractor personnel issued Red or Yellow badges attend mandatory Shipyard security training and briefings as required by SECNAV M-5510.30 (DON Personnel Security Program) and DOD Directives. (A)

j. Ensure that all employees wear and display the Shipyard & IMF badge in the chest area at all times while entering, remaining in, and exiting Shipyard & IMF spaces.

k. Ensure that each badge is used only by the specific individual named on the badge.

l. Maintain strict accountability over identification badges and passes issued by the Pass and ID Office. Report immediately, to the Pass and ID Office, any badges/passes that are missing or lost and the circumstances. Return badges/passes to the GCA immediately upon termination of any employee, upon expiration, upon completion of contract, or when no longer required. The GCA will ensure that all badges/passes are returned and forwarded to the Shipyard & IMF Pass and ID Office (Code 1125.2).

m. Restrict hours of work to 0630 – 1500 hours Monday through Friday only. When operational needs require the contractor to schedule work before 0630 and/or after 1500 (Monday through Friday) or on weekends and holidays, provide written notification at least two weeks in advance to GCA who will obtain approval from the respective Shipyard & IMF departments, offices, and shops. Such notifications will include the company name, type of work to be performed, location of work, specific dates, and hours of work. The POC will submit a request in writing to the Security Office (Code 1124) by Wednesday of each week to add the contractor to the "Non-Duty Hours Contractor Access List" that is prepared weekly. Emergency access for contractors not on the non-duty hours list may be authorized entry by the Security Officer or Security Operations Officer upon verification with the POC.

n. Restrict employees/representatives to the work site and control travel directly to and from the work site.

7. The Pass and ID Office is located in Building 207 at Safeguard Street and Russell Avenue.

8. No vehicle will be permitted access to a work site in the CIA without a valid Shipyard & IMF CIA vehicle pass. The Shipyard & IMF CIA vehicle passes are issued by the Shipyard & IMF Pass and ID Office. Shipyard & IMF CIA vehicle passes will not be issued unless proof of vehicle registration to the (D)

contractor's company has been presented to Shipyard & IMF Pass and ID. All vehicles are required to conform to Shipyard & IMF traffic regulations. The speed limit is 15 MPH in the CIA. Outside the CIA, the speed limit is as posted or marked.

9. Only those contractor vehicles meeting all of the following criteria will be allowed to enter the CIA with the Shipyard & IMF CIA vehicle pass:

a. All vehicles must clearly display an authorized company sign or logo on both sides of the vehicles. The logo must be either painted on or a magnetic sign. Paper or cardboard signs are not authorized. Lettering of the logo must not be less than 2-1/2 inches in height and 1/4 inch wide.

b. They must be company or commercial vehicles used by the contractor to transport heavy equipment and/or material to the job site. In limited circumstances, contractor vehicles may be allowed entry to conduct on-site inspections at the job site.

NOTE: Contractor vehicles will not be used to transport employees to the job site. Privately-owned vehicles will not be allowed in the CIA.

10. A limited number of CIA vehicles passes will be issued to each contractor, subcontractor and vendor to facilitate work requirements. Every vehicle entering the CIA will display the pass on the dashboard or visor (facing outward). The pass will be visible at all times while in the CIA. Parking is limited to those areas that are specifically identified on the pass. If additional passes are required, adequate justification must be presented to the Pass and ID Office via the GCA.

11. Vehicles may enter and exit from gates located on Paul Hamilton Avenue or on Chosin Street, Monday through Friday, 0630 to 1500 hours. For access before 0630 and after 1500 hours, weekends, and holidays the contractors must comply with paragraph 6.m. After proper notification, contractors may enter and exit from either gate after hours, weekends, and holidays.

12. Parking is not permitted on any piers on any dry dock/waterfront areas. Contractors shall not park on or block the marked fire lanes at any time. Vehicles may stop on the piers of dry dock/waterfront areas for 15 minutes for loading or unloading. An exception may be made for vehicles which are part of the equipment needed to do the required work and are attached or connected to the pier or ship, i.e., a truck which uses a mounted generator, a vehicle with built-in equipment, etc. A written request for pier parking authorization with justification will be sent to the Shipyard & IMF Security Officer (Code 1120) via the GCA at least two weeks prior to the date parking space is required. The following information is required:

- a. The license number of the vehicle(s).
- b. The type and size of the vehicle(s) (pickup truck, crane, forklift, etc.)
- c. Parking location.
- d. Purpose and duration.

13. Parking for privately-owned vehicles is available:

a. In the "N" parking lot on Central Avenue and "D" parking lot on Paul Hamilton Avenue, located between South Avenue and Safeguard Street.

b. In the "C" parking lot on Lake Erie Street and Central Avenue.

14. All vehicles are subject to search while entering, remaining in, or leaving the Shipyard & IMF and/or JBPHH areas. A Property Pass (OP-7) issued and signed by the GCA must cover all government material being transported out of the CIA by contractors. Material found without a Property Pass will be confiscated and a police offense report issued.

15. Entry into shop/office/ship spaces covered by this contract will be subject to prior approval of the respective Shop Superintendent/Office Head/Ship's Commanding Officer. Contractors will coordinate

action with the GCA for obtaining entry approval.

16. The Shipyard & IMF Security Officer will provide guard services on a reimbursable basis for contractors requiring guard services. The contractor must notify and obtain approval from the Shipyard & IMF Security Office via the GCA at least two weeks prior to the time guard services will be required. Notification in writing shall (include the purpose and number of hours guard services will be required). (R)

17. Contractor personnel will not be permitted to enter Shipyard & IMF buildings, spaces, and areas not covered by this contract except on prior approval of the Shipyard & IMF department/office/shop having jurisdiction of the areas. Contractors will coordinate action with the GCA to obtain such entry approval.

18. Access to unclassified and classified U.S. Navy shipbuilding, conversion, or repair technology and related technical information manuals, documents, drawings, plans, specifications, etc., by the contractor shall be restricted to an official need-to-know basis. This type of information shall be handled, controlled, and safeguarded to prevent oral, visual, and documentary disclosure to uncleared personnel, the public, to foreign sources, and to all personnel not having an official need-to-know. It shall be returned to the Pearl Harbor Naval Shipyard & IMF upon completion of contracted work, except when the GCA grants specific retention authorization.

19. **Photography and photographic equipment are prohibited in the Pearl Harbor Naval Shipyard & IMF, to include personal cellular phones with camera features.** When operationally required, a written request containing specific justification and details will be submitted to the Security Office (Code 1125) via the GCA for consideration. If a Shipyard & IMF photographer is unable to take the photographs, authorization will only to be granted to the contractor if the contractor has a Shipyard Sponsor and is under continuous escort of a designated Shipyard & IMF employee. The designated escort shall be briefed by Code 1125. The escort will take the film or photographic media in his or her custody. The Sponsoring Shipyard Code/Office will mark and control the photographs as "For Official Use Only" and route the photographs in accordance with local regulations for review and approval of a Distribution Statement (prior to release from Shipyard & IMF). (R)

20. **Portable Electronic Devices (PEDs).** PEDs include pagers, mobile/cellular telephones (with/without cameras), personal digital assistants/job performance aids, laptop/notebook/handheld computers, digital imagery (still/video) devices, analog/digital sound recorders (e.g. I-PODs), video game devices, USB devices, and devices of similar capability, functionality, or design. Privately-Owned PED devices such as those listed above are prohibited on Shipyard premises. Privately-Owned PEDs without camera devices are prohibited unless approved in writing by the local Information Assurance Authority (IAA) or Information Assurance Manager (IAM). Violations may result in the confiscation and sanitization of the PEDs. The only approved method of sanitizing most PEDs is physical destruction. (R)

a. All users authorized to use PEDs in the Shipyard & IMF workspaces, whether privately-owned (includes contractor-owned) or government-owned, are required to comply with NAVSHIPYD&IMFPEARLINST 5239.1(series), *Activity Information Systems Security Plan (AISSP)* (R)

b. For Privately-Owned PEDs without camera devices approved for use in Shipyard & IMF spaces, the user shall follow: (R)

(1) The PEDs will not handle, process, or store any U.S. Government information unless otherwise authorized by the IAM.

(2) The PEDs will not be connected to any Shipyard & IMF network, U.S. Government-Owned computers, or associated peripherals.

(3) The PEDs will operate in only approved locations. These PEDs are not allowed in spaces processing and/or handling classified information.

(4) Users shall comply with software copyright laws and agreements.

(5) Violations of the above may result in the confiscation of the PED.

(6) The U.S. Government will not be liable for the privately-owned PED hardware/software while on the Shipyard & IMF premises.

c. For U.S. Government-Owned PEDs approved for use in Shipyard & IMF spaces and issued for official government travel, the user shall follow:

(1) Government-Owned PEDs that are synchronized with desktop computers on Shipyard & IMF Local Area Network (LAN) shall follow the security measures in Enclosure (2) of NAVSHIPYD&IMFPEARLINST 5239.1(series).

(2) Use of Government-Owned PED equipment while on travel and performing official government business is allowed.

(3) Government-Owned PEDs shall not be checked as baggage, stored in airport or bus station lockers, or left with desk clerks at motels. PEDs with NNPI data shall not be left unattended in the motel room. If a PED with no NNPI data is left unattended in the motel room, it must be locked in a personally owned container (i.e., luggage, brief case, etc.).

(4) Government-Owned PEDs shall not be taken out of the United States without an authorization letter from the IAM.

(5) Government-Owned PEDs will not be used to store passwords; safe and door combinations; personal identification numbers (PINs); as well as classified information.

(6) Government-Owned PEDs shall not be used for classified information processing unless specifically authorized in writing by the local IAA.

(7) Where feasible, Government-Owned PEDs shall employ up-to-date signature files that are used to profile and identify viruses, worms, and malicious code. As proven anti-virus clients for PEDs become available, these clients shall be deployed to the greatest possible extent in all PEDs that connect to the Shipyard & IMF network.

21. Ensure that yellow plastic material is not used for warning signs, covering material, etc.

22. Be responsible for control and security of all contractor-owned equipment and material at the work site. Report immediately, all missing/lost/stolen property to the Joint Base Pearl Harbor Hickam Security Detachment (phone 474-6751) as each case occurs. (R)

23. Ensure that no material is stacked within ten (10) feet of the CIA perimeter. Remove from the work site, or secure, ladders or other such equipment, which could be used to climb the CIA perimeter fence. Ensure that no vehicles are parked within ten (10) feet of the CIA perimeter.

24. Provide written notification to the Commander, Pearl Harbor Naval Shipyard & IMF (Code 1120) via the GCA, two (2) weeks prior to actual start of work to allow for notification of the appropriate Shipyard & IMF departments, offices, and shops of the impact resulting from the contract work. Such notifications will include specific details such as work schedules (including actual start date for Shipyard & IMF entry), and impact statements concerning tasks to be done, e.g. specific parking spaces to be vacated, inclusive dates involved, traffic rerouting, changes to traffic and parking patterns, traffic/parking controls to be instituted by the contractor, barricades to be erected by the contractor, etc., along with sketches of the particular areas involved.

25. Two weeks prior to making any penetrations (i.e. tunneling under, cutting through a fence or building, etc.) in a restricted area (e.g. CIA fence line, CNIA or NWA) the contractor shall contact Code 1120 via the GCA to make arrangements for a security guard or other measures required to meet all security requirements. The cost for the security guard will be charged to the contractor. (R)

26. Any exceptions to these security requirements must be coordinated with the Security Office (Code 1120).

**DOCUMENTS ACCEPTABLE FOR PROOF OF U.S. CITIZENSHIP
(Original documents or certified copies)**

1. U.S. BIRTH REGISTRATION CARD (with Registrar's raised seal and signature)
2. U.S. BIRTH CERTIFICATE (original with raised seal from one of the 50 states or outlying U.S. territories or U.S. possessions)
3. U.S. IMMIGRATION AND NATURALIZATION SERVICE NATURALIZATION CERTIFICATE (INS N-550/570)
4. DD FORM 1966 (U.S. citizenship documents sighted are listed and attested to by a recruiting official)
5. DELAYED BIRTH CERTIFICATE (Original with Registrar's seal and signature and cites secondary evidence)
6. HOSPITAL BIRTH CERTIFICATE (Original with authenticating raised seal or signature provided all vital information is given)
7. U.S. PASSPORT (Current or expired)
8. U.S. IMMIGRATION AND NATURALIZATION SERVICE CERTIFICATE OF CITIZENSHIP (INS N-560/561)
9. FORM FS 240 – REPORT OF BIRTH ABROAD OF A CITIZEN OF THE UNITED STATES OF AMERICA/CONSULAR REPORT OF BIRTH
10. FORM FS 545 – CERTIFICATION OF BIRTH (Issued by U.S. Consulate)
11. FORM DS 1350 – DEPARTMENT OF STATE CERTIFICATION
12. NOTICE FROM THE STATE'S REGISTRAR ACCOMPANIED BY SECONDARY EVIDENCE I.E. BAPTISMAL CERTIFICATE, CERTIFICATE OF CIRCUMCISION, EARLY CENSUS, FAMILY BIBLE RECORDS, ETC.

--END OF SECTION--