

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 2/2012)
Prescribed by GSA - FAR (48 CFR) 53.212

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

| | |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
| | |
| | 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
| | |

| | | | | |
|---|--------------------|---------------------------------|---|------------------|
| 33. SHIP NUMBER | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT | 37. CHECK NUMBER |
| <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | | <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | |

| | | |
|---------------------|------------------------|-------------|
| 38. S/R ACCOUNT NO. | 39. S/R VOUCHER NUMBER | 40. PAID BY |
| | | |

| | |
|---|--------------------------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY (<i>Print</i>) |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 42b. RECEIVED AT (<i>Location</i>) |
| 41c. DATE | 42c. DATE REC'D (YY/MM/DD) |
| | 42d. TOTAL CONTAINERS |
| | |

SUPPLIES/SERVICES:
MFR. CAGE: 3RFQ3 P/N: SEESOW

ITEM DESCRIPTION:

.

| ITEM NO. | SUPPLIES/SERVICES | QUANTITY | UNIT | UNIT PRICE | AMOUNT |
|----------|--|----------|------|------------|----------|
| 0001 | CAGE/PN: 3RFQ3 SEESOW Produce-MIL/CA and USDA School Lunch Pro | 1.000 | EA | \$ _____ | \$ _____ |

PRICING TERMS: Firm Fixed Price

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE: 30 DAYS ADO

PREP FOR DELIVERY:

.

.

GOVT USE

| ITEM | PR | PRLI | External PR | External PRLI | External Material | Customer RDD/ Need Ship Date |
|------|------------|------|----------------|------------------|----------------------|---------------------------------|
| 0001 | 1000064887 | 0001 | N/A | N/A | N/A | N/A |

| | | |
|--------------------|--|--------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 4 OF 36 PAGES |
|--------------------|--|--------------------|

Form

52.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (DEC 2016) DLAD

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

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

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

☐ . Alternate wording may be negotiated with the contracting officer.

L09 REVERSE AUCTION (OCT 2016)

L06 AGENCY PROTESTS (DEC 2016)

52.217-05 EVALUATION OF OPTIONS (JUL 1990) FAR

252.215-7008 ONLY ONE OFFER (OCT 2013) DFARS

252.215-7007 NOTICE OF INTENT TO RESOLICIT (JUN 2012) DFARS

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

252.225-7000 BUY AMERICAN STATUTE - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014), ALT I (NOV 2014) DFARS

252.225-7000 BUY AMERICAN STATUTE - BALANCE OF PAYMENTS PROGRAM CERTIFICATE (NOV 2014) DFARS

52.225-25 PROHIBITION ON CONTRACTING WITH ENTITIES ENGAGING IN SANCTIONED ACTIVITIES RELATING TO IRAN - REPRESENTATION AND CERTIFICATION (OCT 2015) FAR

52.216-1 TYPE OF CONTRACT (APR 1984) FAR

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

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|--------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 5 OF 36 PAGES |
|--------------------|--|--------------------|

Part 12 Clauses (CONTINUED)

52.215-20 REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST AND PRICING DATA (OCT 2010) FAR

(a) Exceptions from cost or pricing data.

(1) In lieu of submitting cost or pricing data, offerors may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include-

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(2) The offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the offeror's determination of the prices to be offered in the catalog or marketplace.

(b) Requirements for cost or pricing data. If the offeror is not granted an exception from the requirement to submit cost or pricing data, the following applies:

(1) The offeror shall prepare and submit cost or pricing data and supporting attachments in accordance with Table 15-2 of FAR 15.408.

(2) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(End of provision)

52.215-06 PLACE OF PERFORMANCE (OCT 1997) FAR

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

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

Place of Performance

(Street Address, City, State, County, ZIP Code)

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

(End of Provision)

52.215-1 INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION (JAN 2017) FAR

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

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

(1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|--------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 6 OF 36 PAGES |
|--------------------|--|--------------------|

Part 12 Clauses (CONTINUED)

have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government.

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

(b) The Offeror represents that-

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

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

(End of provision)

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

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

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

(End of provision)

252.209-7003 RESERVE OFFICER TRAINING CORPS AND MILITARY RECRUITING ON CAMPUS—REPRESENTATION (MAR 2012) DFARS

252.225-7993 PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-O0016) (SEP 2015) DFARS

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (JAN 2017) FAR

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS

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).

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|--------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 7 OF 36 PAGES |
|--------------------|--|--------------------|

Part 12 Clauses (CONTINUED)

- [] (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).
- [X] (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).
- [X] (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.
- [X] (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- [] (ii) Alternate I (Jan 2011) of 52.219-4.
- [] (13) [Reserved]
- [X] (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- [X] (ii) Alternate I (Nov 2011).
- [] (iii) Alternate II (Nov 2011).
- [] (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- [] (ii) Alternate I (Oct 1995) of 52.219-7.
- [] (iii) Alternate II (Mar 2004) of 52.219-7.
- [X] (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- [X] (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.
- [X] (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)).
- [X] (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- [X] (20) 52.219-16, Liquidated Damages --Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- [] (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- [X] (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- [] (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- [] (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- [X] (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- [X] (26) 52.222-19, Child Labor --Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- [X] (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- [X] (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- [X] (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- [X] (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- [X] (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- [X] (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- [X] (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- [] (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- [X] (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.)

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|--------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 8 OF 36 PAGES |
|--------------------|--|--------------------|

Part 12 Clauses (CONTINUED)

- [] (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).
- [] (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).
- [X] (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).

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|--------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 9 OF 36 PAGES |
|--------------------|--|--------------------|

Part 12 Clauses (CONTINUED)

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

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 10 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Clauses (CONTINUED)

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 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

52.203-3 GRATUITIES (APR 1984) FAR

52.203-19 PROHIBITION ON REQUIRING CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS (JAN 2017) FAR

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

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

252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012) DFARS

252.203-7995 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS (NOV 2016) 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

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

52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016) FAR

52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) FAR

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) FAR

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

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 11 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Clauses (CONTINUED)

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 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)

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 12 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Clauses (CONTINUED)

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 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.

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 13 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Clauses (CONTINUED)

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

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

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

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

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

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

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

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

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

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 14 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Clauses (CONTINUED)

incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

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

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

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

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

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

(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)

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 15 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Clauses (CONTINUED)

252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS

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

52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR

52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

As prescribed in 11.703(a), insert the following clause:

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

1 Percent increase [Contracting Officer insert percentage]

1 Percent decrease [Contracting Officer insert percentage]

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

(End of clause)

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

252.211-7006 PASSIVE RADIO FREQUENCY IDENTIFICATION (JUN 2016) DFARS

As prescribed in 211.275-3, use the following clause:

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

“Advance shipment notice” means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as passive radio frequency identification (RFID) or item unique identification (IUID) information, order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.

“Bulk commodities” means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:

- (1) Sand.
- (2) Gravel.
- (3) Bulk liquids (water, chemicals, or petroleum products).
- (4) Ready-mix concrete or similar construction materials.
- (5) Coal or combustibles such as firewood.

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 16 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Clauses (CONTINUED)

(6) Agricultural products such as seeds, grains, or animal feed.

“Case” means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

“Electronic Product Code™ (EPC)” means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC Tag Data Standards will define the length and position of this data, without defining its content.

“EPCglobal®” means a subscriber-driven organization comprised of industry leaders and organizations focused on creating global standards for the adoption of passive RFID technology.

“Exterior container” means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

“Palletized unit load” means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

“Passive RFID tag” means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response. The only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal™ Class 1 Generation 2 standard.

“Radio frequency identification (RFID)” means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

“Shipping container” means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

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

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

(A) Subclass of Class I - Packaged operational rations.

(B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.

(C) Class IIIP - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.

(D) Class IV - Construction and barrier materials.

(E) Class VI - Personal demand items (non-military sales items).

(F) Subclass of Class VIII - Medical materials (excluding pharmaceuticals, biologicals, and reagents - suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX - Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to one of the locations listed at http://www.acq.osd.mil/log/sci/RFID_ship-to_locations.html or to --

(A) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1, or to --

(B) The following location(s) deemed necessary by the requiring activity:

| Contract Line, Subline, or Exhibit Line Item Number | Location Name | City | State | DoDAAC |
|---|---------------|------|-------|--------|
| 1 | | | | |

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 17 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Clauses (CONTINUED)

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

(2) The following are excluded from the requirements of paragraph (b)(1) of this clause:

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

C04 UNUSED FORMER GOVERNMENT SURPLUS PROPERTY (DEC 2016)

To be considered for award, the offeror must complete and submit the following representation with their offer. Additional supporting documentation to demonstrate the surplus material offered was previously owned by the Government and meets solicitation requirements must be provided within 24 hours of request by the contracting officer.

(1) The material is new, unused, and not of such age or so deteriorated as to impair its usefulness or safety. Yes ☐ No ☐

The material conforms to the technical requirements cited in the solicitation (e.g., Commercial and Government Entity (CAGE) Code and part number, specification, etc.). Yes ☐ No ☐ The material conforms to the revision letter/number, if any is cited. Yes ☐ No ☐ Unknown ☐ If No, the revision does not affect form, fit, function, or interface. Yes ☐ No ☐ Unknown ☐ The material was manufactured by:

(Name):

(Address):

(2) The offeror currently possesses the material Yes ☐ No ☐

If yes, the offeror purchased the material from a Government selling agency or other source.

Yes ☐ No ☐ If yes, provide the following:

Government Selling Agency:

Contract Number:

Contract Date: (Month, Year):

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 18 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Clauses (CONTINUED)

Other Source:

Address:

Date Acquired: (Month/Year)

(3) The material has been altered or modified. Yes ☐ No ☐

If Yes, the offeror must provide the name of the company that performed the alteration or modification and attach or forward to the contracting officer a complete description of the alterations or modifications.

(4) The material has been reconditioned. Yes ☐ No ☐

If Yes, (i) the price offered includes the cost of reconditioning /refurbishment. Yes ☐ No ☐ ; and (ii) the offeror must provide information on the company that reconditioned the material with the certifications and attach or forward to the contracting officer a complete description of any work done or to be done, including the components to be replaced and the applicable rebuild standard. The material contains cure-dated components. Yes ☐ No ☐

If Yes, (i) the price includes replacement of cure-dated components. Yes ☐ No ☐ ; and (ii) provide cure date to the contracting officer.

5) The material has data plates attached. Yes ☐ No ☐

If Yes, the offeror must state below all information contained thereon, or forward a copy or facsimile of the data plate to the contracting officer.

(6) The offered material is in its original package. Yes ☐ No ☐

If Yes, the offeror has stated below all original markings and data cited on the package; or has attached or forwarded to the contracting officer a copy or facsimile of original package markings:

Contract Number

NSN

CAGE Code

Part Number

Other Markings/Data

(7) The offeror has supplied this same material (National Stock Number) to the Government before. Yes ☐ No ☐

If Yes, (i) the material being offered is from the same original Government contract number as that provided previously. Yes ☐ No ☐ ; and (ii) state below the Government Agency and contract number under which the material was previously provided:

Agency

Contract Number

(8) The material is manufactured in accordance with a specification or drawing. Yes ☐ No ☐

If Yes, (i) the specification/drawing is in the possession of the offeror. Yes ☐ No ☐ ; and (ii) the offeror has stated the applicable information below, or forwarded a copy or facsimile to the contracting officer. Yes ☐ No ☐

Specification/Drawing Number

Revision (if any)

Date

(9) The material has been inspected for correct part number and for absence of corrosion or any obvious defects. Yes ☐ No ☐

If Yes, (i) material has been re-preserved. Yes ☐ No ☐ ; (ii) material has been repackaged. Yes ☐ No ☐ ; (iii) percentage of material that has been inspected is %; and/or (iv) number of items inspected is ; and (v) a written report was prepared. Yes ☐ No ☐ ; and if Yes, the offeror has attached the written report or forwarded it to the contracting officer. Yes ☐ No ☐

The offeror agrees that in the event of award and notwithstanding the provisions of the solicitation, Inspection and acceptance of the surplus material will be performed at source or destination subject to all applicable provisions for source or destination inspection.

The offeror has attached or forwarded to the contracting officer one of the following, to demonstrate that the material being offered was previously owned by the Government (offeror check which one applies):

☐ For national or local sales, conducted by sealed bid, spot bid or auction methods, a solicitation/Invitation For Bid and corresponding DLA Disposition Services Form 1427, Notice of Award, Statement and Release Document.

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 19 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Clauses (CONTINUED)

☐ For DLA Disposition Services Commercial Venture (CV) Sales, the shipment receipt/delivery pass document and invoices/receipts used by the original purchaser to resell the material.

☐ When the above documents are not available, or if they do not identify the specific NSN being acquired, a copy or facsimile of all original package markings and data, including NSN, commercial and Government entity (CAGE) code and part number, and original contract number. (This information has already been provided in paragraph (c)(6) of this clause. Yes ☐ No ☐.)

☐ When none of the above are available, other information to demonstrate that the offered material was previously owned by the Government. Describe and/or attach.

This only applies to offers of Government surplus material. Offers of commercial surplus, manufacturer's overruns, residual inventory resulting from terminated Government contracts, and any other material that meets the technical requirements in the solicitation but was not previously owned by the Government will be evaluated in accordance with the DLAD procurement note L04, Offers for Part Numbered Items.

If requested by the contracting officer, the offeror shall furnish sample units, in the number specified, to the contracting officer or to another location specified by the contracting officer, within 10 days after the contracting officer's request. The samples will be furnished at no cost to the Government. All such samples not destroyed in evaluation will be returned at the offeror's expense. The samples will be evaluated for form, fit, and function with subassembly, assembly, or equipment with which the items are to be used. End items furnished under any contract award to the offeror furnishing the samples can include the returned samples, and all acceptable end items will have a configuration identical to the samples. If specific tests of the samples' performance are made by the Government, the offeror will be furnished the results of such tests prior to a contract being entered into. In addition to any other inspection examinations and tests required by the contract, the performance of the end items will be required to be as good as that of the samples submitted.

In the event of award, the contractor will be responsible for providing material that is in full compliance with all requirements in the contract or order. The surplus material to be furnished must meet the requirements of the current contract or order, whether or not the material met Government requirements in existence at the time the material was initially manufactured or sold to the Government. If higher-level contract quality requirements apply to the material being acquired, those requirements do not apply to surplus material furnished under this contract.

C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (SEP 2016)

52.216-19 ORDER LIMITATIONS (OCT 1995) FAR

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of \$25,000 ;

(2) Any order for a combination of items in excess of \$100,000 ; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 20 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Clauses (CONTINUED)

within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period ; provided, that the Contractor shall not be required to make any deliveries under this contract after
(End of clause)

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 **DATE OF AWARD** through **END OF CONTRACT** [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)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000) FAR

- (a) The Government may extend the term of this contract by written notice to the Contractor within 2 [insert the period of time within which the Contracting Officer may exercise the option]; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days [60 days unless a different number of days is inserted] before the contract expires. The preliminary notice does not commit the Government to an extension.
- (b) If the Government exercises this option, the extended contract shall be considered to include this option clause.
- (c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 36 MONTHS/3 YEARS (months) (years).
(End of clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2014) FAR

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC (MAR 2016) DFARS

252.223-7008 PROHIBITION OF HEXAVALENT CHROMIUM (JUN 2013) DFARS

52.225-1 BUY AMERICAN - SUPPLIES (MAY 2014) 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

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2016) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2016) DFARS

252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS

52.227-1 AUTHORIZATION AND CONSENT (DEC 2007) FAR

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 21 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Clauses (CONTINUED)

52.227-2 NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT (DEC 2007) FAR

252.227-7015 TECHNICAL DATA - COMMERCIAL ITEMS (FEB 2014) DFARS

252.227-7037 VALIDATION OF RESTRICTIVE MARKINGS ON TECHNICAL DATA (JUN 2013) DFARS

52.232-17 INTEREST (MAY 2014) FAR

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR

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 | |

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 22 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Clauses (CONTINUED)

| Field Name in WAWF | Data to be entered in WAWF |
|---------------------------|----------------------------|
| Inspect By DoDAAC | |
| Ship To Code | |
| Ship From Code | |
| Mark For Code | |
| Service Approver (DoDAAC) | |
| Service Acceptor (DoDAAC) | |
| Accept at Other 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

52.233-3 PROTEST AFTER AWARD (AUG 1996) 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

252.243-7001 PRICING OF CONTRACT MODIFICATIONS (DEC 1991) DFARS

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

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 23 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Clauses (CONTINUED)

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.

(Official's Name)

(Title)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS AND COMMERCIAL COMPONENTS (DOD CONTRACTS) (JUN 2013) DFARS

52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR

52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA (APR 2014) DFARS

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

52.251-1 GOVERNMENT SUPPLY SOURCES (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)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

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

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120.

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

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

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 24 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Clauses (CONTINUED)

Commerce regarding any questions relating to compliance with the EAR.

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

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

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

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

(End of clause)

Attachments

List of Attachments

| File Name | Description |
|---|-------------|
| ATTACH.Statement of Work | Solicitati |
| ATTACH.Schedule of Items | Solicitati |
| ATTACH.New Item Request Form | Solicitati |
| ATTACH.Delivery Schedule | Solicitati |
| ATTACH.FFAVORS User Manual | Solicitati |
| ATTACH.Quality Systems Management Visits & Produce Quality Audits | Solicitati |
| ATTACH.Reverse Auction | Solicitati |

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:

LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA)

[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 **LOWEST PRICE TECHNICALLY ACCEPTABLE (LPTA)** [Contracting Officer state,

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 25 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Provisions (CONTINUED)

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.

(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

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 26 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Provisions (CONTINUED)

expressly exempted under Federal law from the requirement to be conducted under such authorization;

- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

“Sensitive technology” --

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

- (i) To restrict the free flow of unbiased information in Iran; or
 - (ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

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

- (1) Means a small business concern --

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

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

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

- (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

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 27 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Provisions (CONTINUED)

(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 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

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 28 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Provisions (CONTINUED)

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

(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.)

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 29 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Provisions (CONTINUED)

(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]

(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 |
|---------------|-------------------|
|---------------|-------------------|

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 30 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Provisions (CONTINUED)

| 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 |
|---------------|-------------------|
| | |
| | |
| | |

[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

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 31 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Provisions (CONTINUED)

is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

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

(ii) Examples.

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

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

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

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

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

(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

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 32 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Provisions (CONTINUED)

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 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 --

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 33 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Provisions (CONTINUED)

- (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.
- (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):

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 34 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Provisions (CONTINUED)

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:.

(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

CONTINUED ON NEXT PAGE

| | | |
|--------------------|--|---------------------|
| CONTINUATION SHEET | REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE302-18-R-S001 | PAGE 35 OF 36 PAGES |
|--------------------|--|---------------------|

Part 12 Provisions (CONTINUED)

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 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)

52.204-20 PREDECESSOR OF OFFEROR (JUL 2016) FAR

As prescribed in 4.1804(d), insert 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.

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

“Successor” means an entity that has replaced a predecessor by acquiring the assets and carrying out the affairs of the predecessor under a

CONTINUED ON NEXT PAGE

Part 12 Provisions (CONTINUED)

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.

(b) 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.

(c) If the Offeror has indicated “is” in paragraph (b) 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:

Predecessor legal name:

(Do not use a “doing business as” name)

(End of provision)

252.204-7008 COMPLIANCE WITH SAFEGUARDING COVERED DEFENSE INFORMATION CONTROLS (OCT 2016) DFARS
52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

| |
|--|
| |
| |
| |

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS

| | |
|-----------------|--|
| ITEM | |
| QUANTITY | |
| PRICE QUOTATION | |
| TOTAL | |

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

STATEMENT OF WORK

I. INTRODUCTION

- A. The Defense Logistics Agency (“DLA”) Troop Support Pacific (“Agency”) intends to enter into a indefinite quantity contract (“IQC”) with a commercial firm to supply a full-line of United States Department of Agriculture (“USDA”) Grade Number 1 or better quality Fresh Fruits and Vegetables (“FF&V”) products to Non-Department of Defense (“DoD”) USDA School customers, Maui, in the State of Hawaii Zone. Specific quality requirements per item are included in the Schedule of Items (Attachment 2). Failure to propose the specified quality requirement per item as identified in Attachment 2 may render an offeror’s proposal technically unacceptable. If the item’s description in Attachment 2 does not provide a specific quality grade, the minimum quality grade that is required to meet the terms of this Solicitation is USDA Grade Number 1.

A successful offeror(s) will be required to source, purchase, store, and deliver a variety of FF&V items to DLA Troop Support Pacific customers on an ongoing basis, while at the same time maintaining acceptable fill rates, levels of customer service, and product quality. Therefore, an offeror must currently possess the physical, logistical, and financial resources to serve as a commercial distributor of a variety of FF&V items. It is neither sufficient nor acceptable for an offeror to be a third-party logistics (“3PL”) company (i.e. a company that does not intend to serve as the FF&V supplier but instead intends to subcontract out the majority of aspects required by the contract, including but not limited to ordering, warehousing, distribution, etc.). By offering, an offeror affirms its status as a current and functioning commercial distributor of FF&V items. In order to determine whether an offeror meets the technical requirement of being a current and functioning commercial FF&V distributor, the Contracting Officer will require an offeror to provide its current, valid Perishable Agricultural Commodities Act (“PACA”) license. In addition, the Contracting Officer will require an offeror to submit a valid Good Agricultural Practices (“GAP”)/Good Handling Practices (“GHP”) audit inspection report(s) / certificate for each place of performance identified in the offeror’s proposal. The audit report(s) must demonstrate that a passing score(s) was/were received. Please note that a request for the aforementioned information by the Contracting Officer will be used to make a determination of whether or not the offeror meets the technical requirement of being a current and functioning commercial distributor of FF&V. This information is not being sought to determine an offeror’s likelihood of success in performing the contract as would be the case in a responsibility analysis.

- B. This solicitation consists of non-Department of Defense (DoD) and private non-profit school customers. Offerors are required to offer on all items in the Schedule of Items; failure to do so may result in exclusion from award consideration.
- C. This solicitation is being issued as a 100% small business set-aside. 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.

- D. This solicitation utilizes the Lowest Price Technically Acceptable (LPTA) Source Selection Process. As part of this selection process, the Agency will incorporate a weighting factor in its evaluation. Said factor will only be applied for evaluation purposes to the Aggregate Distribution Price. Please refer to the Addendum to FAR 52.212-2 contained in this Solicitation for additional information about how each offeror's price, and price components, will be evaluated.
- E. Any award resulting from this solicitation will be an indefinite quantity contract (IQC) that is fixed in price subject to the applicable Economic Price Adjustment (EPA) provision. An IQC will provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (reference FAR 16.504(a)).
- F. All Fresh Fruit and Vegetable products delivered under this IQC shall be sourced domestically, no exceptions. Non- DoD USDA School Customers are allowed to utilize the resulting IQC only when they use Federal funding. Additionally, these customers shall be required to utilize Federal funding on domestic items ONLY. Non-Domestic items are not authorized using Federal funding.

II. EFFECTIVE PERIOD OF CONTRACT

- A. Any resulting contract from this Solicitation will not exceed 3 years commencing on the effective date of the contract.

III. OPTIONS

- A. The resultant IQC may be for a total of 3 years (one [18 month] base period plus one [18 month] option period) commencing on the effective date of the IQC contract. The base period will include a start-up period, see paragraph V. CONTRACT START-UP PERIOD
- B. For evaluation purposes only, the base term of the resultant IQC (18 Months), and the term of any option (18 Months), if exercised under the IQC, will not exceed 18 months for the option period. The total length of the IQC will not exceed thirty-six (36) months.
- C. Exercising of an option is not automatic and depends upon such conditions as acceptable vendor performance in meeting contract specifications and verifying an ongoing demand for this requirement.
- D. There is one (18 month) option period in this solicitation. Acceptance of these options is mandatory. Distribution Prices (see Economic Price Adjustment (EPA) Clause), must be submitted for each option period, as well as for the base period. The Distribution Prices offered on each option period will be calculated with the Delivered Price (see Economic

Price Adjustment (EPA) Clause), proposed for each evaluated item. The Distribution Price for each option period may be offered as a dollar value, increase or decrease, from the base period. Changes expressed as a percentage will not be accepted.

- E. Failure to propose an increase or decrease of distribution prices in the option periods will be considered, and evaluated as, no change per option period.

IV. ESTIMATED DOLLAR VALUE / GUARANTEED MINIMUM / MAXIMUM

- A. The following chart includes the 18-month estimated dollar value for Base Period, and the overall 3 year period, along with the 10% guaranteed minimum and contract maximum values, respectively. Though both figures are based on estimates, the guaranteed minimum and the contract maximum are both fixed firm dollar amounts, which are calculated as a percentage of the 18-month and 3-year estimated dollar values, respectively.

- B. **NOTE:** The guaranteed minimum, which is shown in the “10% Minimum” column below, constitutes the Agency’s full legal obligation as to its ordering requirements. Once this obligation is met, there is no further ordering obligation on the part of the Agency regardless of what tier period said obligation is met within.

| Maui | 18-month Estimate (Base Period) | 10% Minimum | Maximum 3-year Estimated (Base + Option 1) |
|--------------------|---------------------------------------|-------------|--|
| Non DoD Schools | \$570,000.00 | \$57,000.00 | \$1,200,000.00 |

The term “estimate” refers to the Agency’s good faith estimate of the requirement for the specific tier periods stated.

V. CONTRACT START-UP PERIOD

- A. After an award is made, the Contractor (also referred to as the Awardee) will be required to take steps to implement its new contract prior to initial ordering/delivery. Within 14 days after the award is made, the Contractor shall submit a proposed implementation schedule to the Contracting Officer that details all of the necessary steps that are required to ensure proper contract performance. This may include but is not limited to catalog/ordering/invoice testing (STORES and/or FFAVORS), sourcing new items, finalize delivery schedule per customer location, etc. An additional 14 days will be granted for actual completion of the proposed schedule. No more than 30 calendar days after award, however, will be given to complete the schedule and have a fully functional distribution account in place for all customers covered under the contract(s). The timeline for the “start-up” period, as described above, is included in the first 18-month base period.

VI. ELECTRONIC ORDERING CATALOGS

Offerors will be required to maintain electronic catalogs that list all items available to the

customers covered under this solicitation. The catalog for Non-DoD USDA Schools customers shall be built and maintained in USDA's Fresh Fruits and Vegetables Order Receipt System (FFAVORS) Web. Each item in the catalog shall contain the corresponding national or local stock number, Government item description, packaging characteristics, unit of issue and unit price.

A. Catalog Maintenance

1. New Items

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

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

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

2. Catalog Pricing

(a) Schedule of Items Pricing: Items priced in the Schedule of Items (SoI) (**See Attachment 2**) will be included in the ordering catalog following award. Schedule of Items will be determined fair and reasonable prior to award. The final proposed price for each item in the Schedule of Items will be the catalog price during the first week of customer ordering.

(b) Reverse Auction: The Contracting Officer may utilize reverse auctioning to conduct price discussions. If the Contracting Officer does not conduct a reverse auction, award may be made on initial offers or following discussions. If a reverse auction is going to occur offerors will be notified by the Contracting Officer and provided additional instructions at that time. For information on registering for a reverse auction see Attachment 7.

(c) Contractor-Requested Catalog Price Changes: Upon award, all items included in the Solicitation's Schedule of Items that ultimately are included in the ordering catalogs have been deemed "fair and reasonable" from a pricing standpoint by the Contracting Officer. No further analysis is necessary with regard to those prices until said prices are subject to change per a request by the Contractor under the terms of the EPA provision. In accordance with said provision, a Contractor is permitted to submit a **biweekly adjustment** request for any items found on the catalog when consistent with actual price changes of said items encountered by the Contractor as reflected in the commercial market. When such a request occurs, the Contracting Officer is required to make an entirely new "fair and reasonable" determination of that item's new requested price. Prices are to be adjusted downward or upward, as appropriate, according to "last receipt" price, as defined under the EPA terms of this solicitation. If the new requested price cannot be found "fair and reasonable" by the Contracting Officer, the last approved price will remain effective for purposes of the ordering catalog and the Contractor shall continue support of that item(s) for Agency customers the following week and beyond until a new "fair and reasonable" price is approved. The Contracting Officer's failure to approve a Contractor's request for a weekly adjustment of a price will NOT result in the automatic removal of the corresponding item from the following week's ordering catalog. In a circumstance where an item's price is "held over" from a prior week, having not been adjusted due to the Contracting Officer's rejection of a subsequent weekly price adjustment request (i.e. newly proposed price cannot be determined "fair and reasonable"), it is expected that the terms of the EPA provision continue to be strictly adhered to. It is unacceptable, and a breach of said terms, if a Contractor uses a "held over" price to overcharge the Government at a point when that price exceeds the item's true price as paid by the Contractor in its business, which reflects commercial market conditions for that item. Therefore, in the "held over" scenario as described above as well as all scenarios encountered during contract performance, price decreases are expected when and where applicable. Please note that the Contracting Officer has wide discretion in managing the above-described processes and resolving any resulting issues.

(d) Contractor-Requested Catalog Additions: Before an item is added to the catalog vendors are required to submit to the contracting officer a request of proposed catalog additions (See Attachment 3). The request shall include the stock number, Government item description, proposed unit price and a corresponding supplier invoice or quote, and proposed distribution price. **The request is due by 9:00 AM HST on the Monday prior to inclusion of the Wednesday catalog updates. Please note that meeting this deadline does not guarantee that the item's price will be approved as "fair and reasonable" nor does it mean that the Contracting Officer will have been able to complete his/her review of the request prior to the time necessary to incorporate it into the following week's ordering catalog.** The contracting officer will review the catalog addition request and upon determining the price fair and reasonable will contact the contractor to indicate acceptance. The contractor shall then include the item on Wednesday's catalog update. Should the proposed price fail to be determined fair and reasonable, the contracting officer will

conduct negotiations with the vendor. If after negotiations the proposed pricing still cannot be determined fair and reasonable the item will not be added to the catalog.

(e) Pricing Requirements: The Contractor's catalog prices, as awarded, constitute the initial catalog prices. These prices are in effect during the first ordering week (from Sunday at 12:00 AM (Eastern Time (ET), standard or daylight as applicable) through 11:59 PM on the Saturday of the following week. The prices shall remain in effect for all subsequent ordering weeks, except as otherwise adjusted in accordance with the EPA provision.

VII. ECONOMIC PRICE ADJUSTMENT ("EPA") – ACTUAL MATERIAL COSTS FOR SUBSISTENCE FRESH FRUITS & VEGETABLES ("FF&V" or "Produce")

A. Warranties. For any items covered by this EPA language, the Contractor warrants that:

1. Contract Unit Price and the components of the Contract Unit Price, i.e. Delivered Price and Distribution Price, shall not include allowances for any portion of the contingency covered by this language; and
2. Price adjustments requested during the performance of the contract shall be computed in accordance with the provisions of this language.

B. Definitions. As used throughout this language the term:

1. **"Contract Unit Price"** means the total price per unit of a particular item charged to the Government for a product delivered to customers under this contract. The Contract Unit Price consists of two separate and distinct components: 1) Delivered Price, less Rebates/Discounts, and 2) Distribution Price. The unit price sum of these two components shall be rounded up or down to the nearest cent, to determine the Contract Unit Price.
2. **"Delivered Price"**
 - (i) "Delivered Price" means the commercial manufacturer, grower, or private label holder price per unit charged to the Contractor, inclusive of standard freight to the Contractor's facility/facilities, for the purchase of a representative quantity of the item as compared to orders under this contract. Delivered Price is the manufacturer, grower, or private label holder price that is input into the Contractor's purchasing system as the starting basis for its pricing to customers prior to applying or deducting any additional costs or expenses, such as distribution, overhead, profit, rebates/discounts, or other costs/expenses stemming from separate financial arrangements. Delivered Price shall be substantiated with an actual invoice paid by the Contractor. In limited circumstances, quotations may be used to substantiate a Delivered Price, but only with specific approval of the Contacting Officer. The Delivered Price shall not include costs to be included in the Distribution Price.

(A) **Redistributor Exception:** On a case by case basis, for a specific item or stock keeping unit (“SKU”), a contiguous United States (CONUS) redistributor’s most recent commercial price per unit, inclusive of standard freight to the Contractor’s facility/facilities to the Contractor of a representative quantity of product as compared to orders under the contract may be used to establish Delivered Price. A redistributor’s commercial price may only be used to establish Delivered Price when the redistributor’s price for the quantity ordered is equal to or lower than a manufacturer’s, grower’s, or private label holder’s current market price for a representative quantity of product inclusive of rebates/discounts. The Contracting Officer must specifically approve the use this exception. When seeking approval for the use of this exception, at a minimum, the Contractor must supply invoices from the redistributor. Quotes from the redistributor are unacceptable. Additional supporting documentation (e.g., published price list, manufacturer letter, or similar proof of price comparison) may be required. The determination of whether the supporting documentation offered is sufficient to establish a manufacturer’s, grower’s, or private label holder’s current market price, as well as the decision to permit the use of this exception, rests solely with the Contracting Officer.

3. **“Distribution Price(s)”** means the firm-fixed price portion of the Contract Unit Price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The Distribution Price component includes all costs associated with the Contractor’s performance that are not included in the Delivered Price, including, but not limited to: human resources, insurance, special packaging, overhead, profit, transportation from the Contractor’s facility or other place of performance to the end customers, split-case fees, ancillary in-house processing fees, subcontractor costs, etc.
4. **“Grower”** means the business concern that raises produce for marketing.
5. **“Manufacturer”** mean the business concern that, with its own facilities, performs primary activities of processing or transforming agricultural products into the end item being acquired.
6. **“Ordering Catalog”** means the electronic listing of items and Contract unit prices available for ordering under this contract.
7. **“Ordering Week”** means from Sunday at 12:00 AM (Eastern Time (ET), standard or daylight as applicable) through 11:59 PM on the Saturday of the following week.
8. **“Private Label Holder”** means:
 - (i) A manufacturer or grower with whom the Contractor holds an ownership and/or financial interest, or ownership and/or financial interest in a specific item(s) produced by a manufacturer or grower;

- (ii) An entity holding an intellectual property interest, whether by ownership or license, in the label under which product is being sold in the commercial marketplace; or
 - (iii) An entity holding exclusive marketing and/or sales authority of a product, or one holding property rights in a proprietary product formula.
9. **“Rebates/Discounts”** means all rebates, discounts, product allowances, food show discounts, early payment discounts (other than qualifying early payment discounts as may be defined elsewhere in this contract), and any other rebates, discounts, economic incentives, or similar financial arrangements available at the manufacturer, grower, private label holder, or redistributor level that ultimately reduces the Contractor’s price paid for a product supplied under the contract. In accordance with this language as well as other provisions of this contract, and subject to any applicable exceptions, all rebates/discounts shall be passed on to the Government via a reduced catalog price for the item to which the rebates/discounts pertain (i.e. “off invoice”). Any rebates/discounts that cannot be applied as an up-front price reduction must be submitted to the Contracting Officer via check payable to the U.S. Treasury, with an attached itemized listing of all customer purchases by line item, including contract number, call number, purchase order number and contract line item number (“CLIN”).
10. **“Redistributor”** means an entity independent of the contractor that operates in the existing commercial marketplace and from which the contractor purchases product for purposes of consolidating quantities and/or obtaining lower delivered prices. Examples may include: brokers, dealers, distributors, and buying groups.
11. **“Standard Freight”** means the published list price or prevailing market rate for transportation of items ordered under this contract from the manufacturer, grower, private label holder, or redistributor (when the Redistributor Exception applies) to the Contractor’s facility/facilities. Standard Freight must be documented in an invoice; however, quotes may be an acceptable form of substantiation in limited circumstances and if authorized by the Contracting Officer. Standard freight may include certain ancillary costs associated with transportation which are consistent with commercial practice in the produce industry, including, but are not limited to, pallets, temperature recording devices, Tectrol, etc.
- (i) In the event that the Contractor picks up its own product directly from a manufacturer, grower, private label holder, or redistributor (when the Redistributor Exception applies) on an F.O.B Origin basis, or arranges for delivery transportation from a third party source other than the manufacturer, grower, private label holder, or redistributor (when the Redistributor Exception applies), the standard freight cost shall be based on market tariffs/conditions and consistent with prevailing market rates. At no time shall that cost exceed the manufacturer’s, grower’s, private label holder’s, or redistributor’s, or such

entity's carrier's freight price normally payable by the Contractor for inbound shipments of such products and quantities to the Contractor's facility(ies).

C. Price adjustments.

1. General.

- (i) All Contract Unit Prices shall be fixed and remain unchanged until changed pursuant to this language or other applicable provision of the contract. Only the Delivered Price component of the Contract Unit Price is subject to adjustment under this section. After the first ordering week, if the Contractor's Delivered Price changes for any or all Contract Unit Prices, the Contract Unit Price shall be changed in the next week's ordering catalog upon the Contracting Officer's approval of the Contractor's request, which must be submitted in accordance with paragraph (iii) below, by the same dollar amount of the change in the Delivered Price, subject to the limitations in paragraphs C.2 and D, below. Any price changes approved by the Contracting Officer shall become effective at the beginning of the next ordering week. All ordering catalog unit prices computed in accordance with this section and in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract Unit Price in effect at the time the order is placed, regardless of any changes in the Contract Unit Price occurring before delivery or in any subsequent ordering week.
- (ii) Delivered Prices included in the catalog shall equal the Contractor's last receipt price for the item as reflected in an invoice (or quote in limited circumstances) for a representative quantity compared to typical Government purchases. For the purpose of the contract catalog, the "last receipt price" means the price of the product charged on the most recent invoice at the time the price change is requested. For example, if by Wednesday (i.e. the day price change requests are due to the Contracting Officer) the Contractor had recently received two invoices for the product in question, one on Monday and one on Tuesday, then the most recent invoice is the one from Tuesday (assuming it contains a representative quantity as described above). It is important to note that a Delivered Price must in almost all cases be justified using an invoice as described in this paragraph. Use of a quote is only permitted in extremely limited circumstances, such as when an item has not been purchased before by the Contractor or the price of the item is stale due to seasonality and other similar issues. Outside of those limited circumstances, which will be reviewed and approved by the Contracting Officer on a casebycase basis, a Delivered Price will not be substantiated by using the price of an item that is the latest to arrive at the Contractor's facility but does not yet have an invoice to support it. Ultimately, the invoice (or quote in limited circumstances) justifying the Delivered Price request is subject to review by the Contracting Officer at the time the request is made.
- (iii) Updates to the Delivered Price: All notices and requests for new item

Delivered Prices and price changes shall be submitted **bi-weekly, no later than 9:00 a.m. Hawaii Standard Time on Tuesday** to be effective in the following week's ordering catalog. Invoices submitted to support price change requests shall also identify all rebates/discounts that will be subtracted from the requested delivered prices when calculating the revised contract unit prices that would go on the catalog. The Contractor shall notify the Contracting Officer of its notice/request in the form of an electronic data interchange ("EDI") 832 transaction set when using STORES or an update to FFAVORS web. The change notice shall include the Contractor's adjustment in the Delivered Price component of the applicable Contract Unit Price. Upon the Contracting Officer's acceptance of such EDI 832/FFAVORS Web price changes in accordance with paragraph (v) below, the price change transaction sets will post in the next week's ordering catalog and each Contract Unit Price shall be changed by the same dollar amount of the change in the Delivered Price in the next week's ordering catalog.

- (iv) All price changes, and catalog contract prices, are subject to review by the Government. The Contracting Officer may, at any time, require the submission of supporting data to substantiate any requested price change or the requested continuation of the pre-existing price for any item, including prices applicable to prior ordering weeks. Upon notice from the Contracting Officer that supporting data is required, the Contractor shall promptly furnish to the Government, all supporting data, including, but not limited to, invoices, quotes, price lists, documentation regarding rebates/discounts, and any other substantiating information from the Contractor and any and all of its suppliers in the supply chain, including the manufacturer, grower, private label holder, or redistributor.
- (v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this provision shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor **by 9:00 a.m. Hawaii Standard Time each Thursday** that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following ordering week. The posting of updated prices in the ordering catalog, calculated in accordance with this section, constitutes a modification to this contract. No further contract modification is required to effect this change. Any changes that post to the ordering catalog do not constitute a waiver of any of the rights delineated elsewhere in the Solicitation, any resulting contract(s), or otherwise by law or regulation.
- (vi) Should the Contracting Officer determine that, or question whether, a price change request contained an erroneous Contract Unit Price or price change, or cannot otherwise determine the changed price(s) to be "fair and reasonable," such as when the changed price(s) is(are) higher than delivered

prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to **9:00 a.m. Hawaii Standard Time on Thursday**. If the Contracting Officer cannot determine a price fair and reasonable, and the Contracting Officer and the Contractor cannot negotiate a fair and reasonable price, the Contracting Officer may reject any price change and direct, in writing, that the item in question be retained on the catalog at the most recent previously-approved price consistent with current market conditions. In the alternative, the Contracting Officer may authorize the removal of an item.

(vii) In the event of a price change not posting or an ordering catalog Contract Unit Price not computed in accordance with this section, resulting in an incorrectly increased or decreased Contract Unit Price, upon discovery of such occurrence the Contractor shall immediately notify the Contracting Officer in writing and promptly thereafter correct its ordering catalog. In the event of an erroneous price increase in the ordering catalog, the Contractor shall submit a refund, including interest if applicable, for any amounts paid to the Contractor resulting from the erroneous price. In the event of an erroneous price decrease in the ordering catalog, the Contractor may submit a request for an equitable adjustment in the amount of the undercharge for consideration by the Contracting Officer. The request may be entertained if the Contractor can demonstrate to the satisfaction of the Contracting Officer that the error did not result from the fault or negligence of the Contractor. The Contractor will not be entitled to reimbursement if the undercharge was the fault or negligence of the Contractor.

2. Limitations. All adjustments under this section shall be limited to the effect on Contract Unit Prices of actual increases or decreases in the Delivered Prices for material. There shall be no upward adjustment for—

(i) Supplies for which the Delivered Price is not affected by such changes;

(ii) Changes in the quantities of materials; and

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

D. Upward ceiling on economic price adjustment. **The aggregate of Delivered Price increases for each item under this section during the entire contract period shall not exceed 90% for Department of Defense (DoD) Troop and 90% for United States Department of Agriculture (USDA) School, of the initial contract Delivered Price, except as provided below:**

1. If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this language will be required that will exceed the Delivered Price ceiling for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. In the event that the latest actual market price for an item does result in a Delivered Price that exceeds the allowable ceiling price under the contract, the Contractor shall immediately notify the Contracting Officer in writing or via its EDI 832/FFAVORS Web price change request no later than the time specified in paragraph C.1.(iii), above. With either such notification, the Contractor shall include a revised ceiling that the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.
 2. The price change shall be posted for the following week's ordering catalog. If an actual increase in the Delivered Price would raise the price for an item above its current ceiling, and the Contracting Officer and Contractor cannot negotiate a fair and reasonable price below the ceiling or if the Contracting Officer does not issue a contract modification to raise the ceiling, the Contracting Officer may reject the price change and direct that the item be retained on the contract at the last approved price. If the Contracting Officer decides to retain the item, the contractor shall continue to perform with the item at the last approved price. In the alternative, the Contracting Officer may authorize the removal of an item. The decision regarding whether to modify the contract, retain the item, or remove the item rests solely with the Contracting Officer.
- E. Downward limitation on economic price adjustments. There is no downward limitation on the aggregated percentage of decreases that may be made under this section.
- F. Price Audit. The Contracting Officer may require the Contractor to submit invoices and other documentation from all subcontractors at all periods and/or all suppliers or persons in the Delivered Price supply chain, up to and including the grower, manufacturer, and/or redistributor, for the purpose of confirming Delivered Prices charged to the Government, as well as to substantiate all rebate/discounts applicable to orders under the contract. In performing the price audit, the Government shall have the right to examine books, records, documents and other data, to include commercial sales data, that the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this section and any other terms and conditions of the contract. Such price audits may occur up to twice a year (except as provided for below) until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation ("FAR"), whichever is earlier. In addition to price audits, the Government may conduct additional examinations of records, as required by the Contracting Officer to ensure contract compliance.
- G. Final invoice. The Contractor shall include a statement on the final invoice for each order that the amounts invoiced hereunder have applied all decreases required or authorized by this section.

- H. Disputes. Any dispute arising under this section shall be determined in accordance with the “Disputes” clause of the contract.

VIII. REBATES/DISCOUNTS AND PRICE-RELATED PROVISIONS (COMPONENT PRICE MODEL FOR PRODUCE)

A. Terms used in this provision shall have the same definition as those included in Economic Price Adjustment (EPA) language, included herein.

B. Rebates/Discounts

1. All NAPA discounts, food show discounts, early payment discounts (except Qualifying Early Payment discounts discussed herein), and other discounts, rebates, allowances, economic incentives, financial arrangements, or other benefits, which reduce the Contractor’s price paid for products supplied under this contract or which are otherwise attributable to products sold under this contract, shall be passed to the Government via a reduced catalog price. Any Rebates/Discounts that cannot be applied as an up-front price reduction must be submitted via check payable to the U.S. Treasury, with an attached itemized listing of all customer purchases by line item, including contract number, call number, purchase order number and contract line item number (“CLIN”). Instructions for identifying discounts, rebates, allowances or other economic incentives or benefits that shall be provided to the Government or retained by the contractor are set forth in the submission requirements in the Business Proposal/Pricing and in the Reports section of the Statement of Work.
2. The contractor shall employ prevailing commercial methods in the pursuit of discounts, rebates, allowances or other economic incentives or benefits for the Government throughout the period of performance of this contract.
3. The contractor may retain Qualifying Early Payment discounts that meet the following conditions:
 - (i) The Early Payment discount is an incentive to encourage payment earlier than the normal payment due date;
 - (ii) The Early Payment discount is consistent with commercial practice;
 - (iii) The Early Payment discount is routinely given by the manufacturer, grower, private label holder, or redistributor to their customers, other than the Contractor, at the same discount rate and under the same conditions as provided to the Contractor;

(iv) The Early Payment Discount is not established, requested, or negotiated for the purpose of avoiding giving DLA Troop Support a lower cost or application of a rebate/discount resulting in a higher invoice price;

(v) The Early Payment discount is no more than 2 percent of the manufacturer's, grower's, private label holder's, or redistributor's invoice and the early payment is required within 10 days to obtain the discount; and

(vi) The contractor actually made the required payment within the time period required to receive the discount.

4. The Government may require the contractor to submit invoices and other documentation from all subcontractors (as defined in FAR Part 44.101) and/or any entity in the delivered price supply chain to substantiate or identify any Rebates/Discounts. If the Contracting Officer determines, after reviewing an invoice or other documentation, that a Rebate/Discount should have been, but was not, passed on to the Government, the Government shall be entitled to a refund in the amount of the overcharges, inclusive of interest. If the Contractor believes it erroneously credited a rebate/discount to the Government, Contractor may submit a request for an equitable adjustment for the amount of the undercharge. The request may be entertained if the Contractor can demonstrate to the satisfaction of the Contracting Officer that the error did not result from the fault or negligence of the Contractor. The Contractor will not be entitled to reimbursement if the undercharge was the fault or negligence of the Contractor.
5. The Contracting Officer, and/or authorized representative(s), shall have the right to examine and audit the Contractor's records relevant to pricing under the contract, including records related to the existence and proper accounting of rebates, discounts, etc. The Government may also review/audit the Contractor's electronic purchasing system to confirm that the Delivered Price of a product sold to the Government is accurate.
6. Failure on the part of the Contracting Officer to identify non-compliance with this provision or to challenge the Contractor's erroneous interpretation of this provision shall not constitute waiver or a defense against the Government's entitlement to any of Rebates/Discounts or any other remedies afforded by this section, the contract, or other applicable laws and regulations.

IX. DOMESTIC NON-AVAILABILITY DETERMINATION – FRESH FRUITS AND VEGETABLES

- A. A Class Domestic Non-Availability Determination ("DNAD") for Federal Supply Class 8915, Fresh Fruits and Vegetables (FF&V), dated 16 May 2008 was approved and is in effect for the DLA Troop Support/DLA Produce Long-Term Contracts. This DNAD establishes a limited Berry Amendment waiver to the requirements of DFARS 252.225-7012, Preference for Certain Domestic Commodities, which is applicable to this

Solicitation. As a result of the DNAD, non-domestic FF&V may be supplied under this contract when domestic FF&V of satisfactory quality and sufficient quantity cannot be procured as and when needed at U.S. market prices. This determination will remain in effect until these circumstances have changed and the DNAD is formally rescinded.

- B. The instant DNAD as applied affects resulting contracts supporting Department of Defense customers (i.e. Troops) only.
- C. Notwithstanding this DNAD, the USDA requires that fresh produce supplied via its Federal Entitlement for the USDA School Lunch Program must be from a domestic source. Therefore, the aforementioned DNAD does not impact or negate the Government's requirement for domestic produce in its contracts supporting Non-Department of Defense customers (i.e. Schools).

X. ADDITION OF NEW CUSTOMERS

A. Adding Customers within the Contract's Geographic Distribution Region/Zone:

- 1. After contract award, there may be instances when new customers request support of their fresh produce requirements. Additional DoD and/or Non-DoD federal government customers that request DLA Troop Support produce support may be added to the contract without any new acquisition or competition process, if the customer(s) is/are within the geographic distribution region/zone covered by this contract.
- 2. The decision as to whether a potentially new customer is within the contract region or zone and, thus, will be added to the contract without further competition and at the existing contract prices, shall be the sole decision of the DLA Troop Support Contracting Officer.
- 3. Pursuant to the above, the Contracting Officer will instruct the contractor to include the customer(s) at the effective contract prices applicable to that distribution zone/region.

B. Adding Customers outside the Contract's Geographic Distribution Region/Zone:

- 1. This provision applies to the following customers:
 - (a) A new DoD or Non-DoD federal customer that is deemed by the Contracting Officer to be outside the contract's geographic distribution region/zone.
 - (b) An existing DoD or non-DoD federal customer that is deemed by the Contracting Officer to be outside the contract's geographic distribution region/zone but has been previously supported on a separate contract covering a geographic distribution region/zone.

2. The customers described in paragraph B.1., above, and their produce requirements, may be added to any contract resulting from this solicitation as follows:
 - (a) In the judgment of the Contracting Officer, the customer(s) at issue is/are located in an area that is considered adjacent or proximal to the geographic distribution region/zone of the resulting contract. In a circumstance where the customer is located in an area that is adjacent or proximal to multiple existing produce contracts, the decision of which contract is most satisfactory to the Government for purposes of adding the customer(s) will be the sole decision of the Contracting Officer, taking into consideration numerous factors, including but not limited to those contained in this provision. Further, to that end, it is the Contracting Officer's sole decision as to which existing contractors available in the aforementioned region/zone(s) will be solicited for the support of the customer(s).
 - (i) The Contracting Officer will request complete price proposals to support the subject new customer(s), to include distribution and delivered prices. Prior to any customer being added to the resulting contract, the Contracting Officer shall determine all proposed prices to be fair and reasonable. To this end, negotiations may be required, in which the same processes and procedures contained within the instant solicitation may be employed.
 - (b) In the judgment of the Contracting Officer, the customer(s) at issue is/are not located in an area adjacent or proximal to the geographic distribution region/zone of the resulting contract, and/or the anticipated customer requirement is insubstantial, the customer(s) will not be added.
- C. Under no circumstance may the resulting contract's maximum dollar value be exceeded with the addition of any customer(s) and its respective produce requirements

XI. CUSTOMER SERVICE

- A. Troop, USDA, and other customers conduct periodic food menu boards and similar meetings that the Contractor may be required to attend. At these meetings, the customers typically review their internal business practices and may request that the Contractor show new products, demonstrate produce preparation, and/or provide nutritional information.
- B. The Contractor shall provide at least one full-time Customer Service representative to maintain continuous contact with all of the ordering customers, as well as at least one back-up representative.
- C. As an industry expert, the Contractor shall assume the responsibility of introducing new FF&V items to the customers, as well as to show cost-effective alternatives to their current choices, if the customer so desires. (For procedures to add items, see New Items paragraph under the Section VI. Electronic Ordering Catalogs.) However, the decision

as to which items are ultimately included in the Ordering Catalog are at the discretion of the customer(s) and the Contracting Officer.

XII. ORDERING SYSTEMS

- A. Fresh Fruits and Vegetable Order Receipt System (“FFAVORS”): USDA customers (School customer) will utilize the FFAVORS Web catalog as applicable. The Contractor, upon award, will be provided a User ID and password to Log in and receive orders through FFAVORS Web, a web-based ordering system. The Contractor is responsible for establishing and maintaining the FFAVORS WEB catalog in accordance with the FFAVORS Web Manual (**Attachment 5**).
1. Accessed via the Internet. FFAVORS WEB is the Government’s ordering system for USDA Customers. It is capable of accepting orders from the schools.
 2. Customers will be able to order all of their requirements through FFAVORS WEB. The system will transmit orders to the Contractor and DLA-Troop Support.
 3. In the event that the FFAVORS WEB system is not operational, the Contractor must provide alternate ways for the customer to order (e.g., by fax, by phone, pick up orders). Be aware that even in this situation, however, it is mandatory that the Contractor subsequently place the same order through FFAVORS when it becomes operational again in order to effect obligation/receipt/payment.

XIII. ORDER PLACEMENT, LEAD TIME, and ADJUSTMENTS/CANCELLATION OF ORDERS

- A. **The minimum order requirement for any resultant contract is \$100.00.** This requirement shall be based on the aggregate total of orders for a specific delivery date to all customers located within a particular military base or delivery location.
- B. **School customers** shall place their orders to accommodate at a minimum a 4-day lead time. For example, an order placed on Monday, September 1st would have a required delivery date of Friday, September 5th. **See Attachment 4 Delivery Schedule.**
- C. All invoice pricing will be based upon the Contract Unit Price at time of order by the customer(s). Therefore, for any item ordered on a Friday to be delivered the following week, pricing will be based upon the catalog price in effect the day of order (Friday in this example), regardless of whether the unit price for that item subsequently changes as part of the next week’s catalog updates.
- D. Once submitted through the applicable electronic ordering system (i.e. STORES or FFAVORS), an order may be cancelled by a customer up to 24 hours before scheduled delivery via written notification to the Contractor and the Contracting Officer. Within less than 24 hours from delivery, an order may be cancelled by mutual agreement

between the customer and the Contractor. In the event of an act of God, such as extreme weather, the specific situation regarding a cancelled delivery will be dealt with in an equitable manner by the Contracting Officer, who has the ultimate authority and discretion to resolve said issues.

F. Adjustments – For procedures discussing adjustments to order, refer to **Attachment 5 (FFAVORS manuals)**.

XV. REPACKAGING & SPLITTING OF CASES

- A. For some items, DLA customers, particularly School, may require smaller pack sizes than are commonly available in the commercial marketplace. Such items are included in the instant Schedule of Items and may be added at a later date during contract performance. It is incumbent on the Contractor to determine how it will supply these items in accordance with the required pack sizes. In so doing, the Contractor may decide to split cases and repackage product at its own facility.
- B. Splitting cases and repackaging product, as described in the preceding paragraph, do not constitute processing, and, therefore, do not meet the conditions of a private label holder, as defined in Section VII. Accordingly, the Contractor is prohibited from including any costs associated with its own in-house splitting of cases and repackaging product in the Contractor's Delivered Price. Instead, the costs associated with in-house splitting cases and repackaging product must be included in the Contractor's Distribution Price.

XVI. PACKAGING, PACKING, LABELING, AND MARKINGS

- A. All labeling, packaging and packing shall be in accordance with good commercial practice. Shipping containers shall comply with the National Motor Freight Classification and Uniform Freight Classification Code.
- B. To ensure that the carrier and the receiving activity properly handle and store items, standard commercial precautionary markings such as "KEEP REFRIGERATED" shall be used on all cases when appropriate.
- C. Protection during inclement weather is required. All products that are susceptible and sensitive to temperature must be protected by any means to prevent damage.

XVII. DELIVERY INSTRUCTIONS

- A. Contractors shall ensure all products are delivered in sanitary trucks that are of a commercially acceptable standard. All delivery trucks must be equipped with a lift gate to expedite the offloading of products. Trucks shall maintain proper temperatures in accordance with standard commercial practices. Deliveries shall be FOB

Destination to all delivery points. Delivery will be completed when the Contractor has unloaded the order(s) from the vehicle and placed them on the dock, and customer receiving personnel has accepted the delivery ticket, in accordance with Section XVIII below. All items will be delivered to customer locations free of damage and with all packaging and packing intact. The Contractor shall remove all excess pallets used for delivery from the delivery point. **See Attachment 4 Delivery Schedule.**

- B. Customers' delivery schedules (days and times), routes, and stop-off sequences will be coordinated and verified with the customers on a post-award basis by the Contractor immediately following award and on an annual basis as required. At a minimum, each Troop customer receives three deliveries per week and each School customer receives one delivery per week. However, these schedules may be revised as necessary on a case-by-case basis at the approval of the Contracting Officer
- C. Products for individual customers/dining facilities must be segregated. Many of the military bases have more than one delivery point. All products shall be palletized and segregated by drop-off point and loaded into the delivery vehicle in reverse drop sequence. The intent is to provide expeditious off-loading capability and delivery to the customers.
- D. The Contractor shall ensure that the personnel loading and delivering the product provide professional, prompt, and efficient service to the customer. Failure to adhere to these standards will be reported to the Customer Representative and the Contracting Officer by the affected customer(s) whereby appropriate corrective action will be coordinated with the Contractor.

XVIII. INSPECTION AND ACCEPTANCE

- A. Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identity, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer. Delivery vehicles may be required to stop at a central location for inspection before proceeding to the assigned delivery point(s). In addition, the delivery vehicles will be inspected for cleanliness and condition. Supplies transported in vehicles that are unsanitary, or which are not equipped to maintain prescribed temperatures, may be rejected without further inspection. Failure to identify latent defects or similar issues at time of acceptance will not absolve the Contractor of its liability or preclude the customer from obtaining appropriate remedy upon the timely discover of said defects or issues after-the-fact. In this circumstance, the customer shall notify the Customer Representative who will coordinate with the Contracting Officer in seeking an appropriate resolution.
- B. The authorized Government receiving official at each delivery point is responsible

for inspecting and accepting products as they are delivered. The delivery ticket shall not be signed prior to the inspection of each product. All overages/shortages/returns are to be noted on the delivery ticket by the receiving official and truck driver. The authorized Government receiving official's signature and printed name on the delivery ticket is required for acceptance of the product. All signatures MUST be legible along with a printed name and title block. Failure to adhere to this requirement may result in disputes going against that party as its failure can severely limit the Contracting Officer's judgment.

- C. Delivery Ticket and related information. No electronic invoice may be submitted for payment until acceptance is verified.
 - 1. Schools: The Contractor shall provide two copies of the delivery ticket with the shipment. The first copy is provided to the receiving official (i.e. the customer) who will use the delivery ticket as the new receipt document. The second copy will be retained by the Contractor (or its agent) for invoicing

XIX. AUTHORIZED RETURNS

- A. The Contractor shall accept returns under the following conditions:
 - 1. Products shipped in error.
 - 2. Products damaged in shipment.
 - 3. Products with concealed or latent damage.
 - 4. Products that are recalled.
 - 5. Products that do not meet shelf life requirements.
 - 6. Products that do not meet the minimum quality requirements as defined for the items listed in the schedule.
 - 7. Products delivered in unsanitary delivery vehicles.
 - 8. Products delivered that fail to meet the minimum/maximum specified temperature.
 - 9. Quantity excess as a result of catalog error by the Contractor.
 - 10. Products that are not from a sanitarily approved source.
 - 11. Products that do not comply with DFARS 252.225-7012 Preference for Certain Domestic Commodities (Berry Amendment), if no exception to this clause is applicable (see DNAD explanation above).
 - 12. Any other condition not specified above that is deemed by the customer to be valid reasons for return, confirmed by the Contracting Officer within his/her discretion.

XX. REJECTION/RETURN PROCEDURES

- A. In the event an item is returned for any of the reasons cited in Section XIX., the delivery ticket/invoice shall be annotated as to the item(s) rejected/returned. These items shall then be deducted from the delivery ticket/invoice. The invoice total must be adjusted to reflect the correct dollar value of the shipment. Replacements will be authorized based on the customer's needs. On an as-needed basis determined by customer need, same day

re-delivery of items that were previously rejected shall be made, so that the customer's food service requirements do not go unfulfilled for that day. The re-delivered items will be delivered under a separate invoice utilizing the same call number, contract line item number, and purchase order number for the discrepant line. These re-deliveries will not constitute an emergency order requirement.

- B. In the event a product is rejected after initial delivery is made, the Contractor will pick up the rejected product or make other disposition arrangements deemed acceptable by the customer. Credit due to the ordering activity as a result of the rejected product being returned, will be handled through a receipts adjustment process in STORES or FFAVORS, as applicable. If the Contractor has already been paid for the product, a claim will be issued through DLA TROOP SUPPORT's financial system and the Contractor shall promptly pay the claimed amount. In all cases, one (1) copy of the credit memo is to be given to the customer and one (1) copy of the credit memo is to be sent to the DLA TROOP SUPPORT Contracting Officer.
- 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. See clause 52.212-4, paragraph (o) and addendum to clause 52.212-4, paragraph 1.

XXI. INVOICING

- A. Each delivery will be accompanied by the Contractor's delivery ticket/invoice. The customer shall sign all copies of the invoice/delivery ticket. **Any changes must be made on the face of the delivery ticket/invoice; attachments are not acceptable.** See Section XVIII, para. C.
- B. No paper invoices shall be submitted to DFAS for payment. For all orders placed via STORES and sent via EDI transaction set 850, invoicing for payment is to be filed electronically using EDI transaction set 810 (see <https://www.troopsupport.dla.mil>, Select supply chains: Select Subsistence, Select Information: Select Stores & EDI Requests for EDI guidelines).
- C. For all orders downloaded via USDA's customer ordering website FFAVORS web, invoicing for payment shall be done via invoice link from FFAVORS web homepage, <http://www.fns.usda.gov/fdd/ffavors.htm>.
- D. All invoices submitted by the Contractor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to its submission. The Contractor is required to ensure the accuracy of its invoices. The Reconciliation Tool in STORES and/or Invoicing Tool in FFAVORS Web provides the Contractor the ability to ensure said accuracy.

- E. **All internal debit/credit transactions must be completed prior to the submission of the invoice.** Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The Contractor will be responsible for correction and re-submission.
- F. The same invoice cannot be submitted with different dollar amounts.
- F. The 810 invoices do not go through a testing phase. The Contractor immediately begins sending its invoices in once it has successfully sent its first 850 purchase order.
- G. Any manually keyed, or emergency, orders must contain the word “Emergency” in the Purchase Order field when the invoice is submitted for payment. In addition, the CALL number and contract line item number (CLIN) will be entered as “9999” on the invoice. Failure to follow this procedure may result in the rejection of the Contractor’s invoice.
- H. **For catch weight items, standard rounding methods must be observed, i.e. less than .5 is rounded down; greater than or equal to .5 is rounded up. All weights must be rounded to whole pounds using standard rounding methods.** Any line submitted for other than whole numbers will be rejected and require correction and re-submission by the Contractor. Note: Currently, no catch weight items apply to this Solicitation. This does not preclude the possibility that catch weight items may be added in the future for certain items.
- I. Unit prices and extended prices must be formatted not more than two (2) places to the right of the decimal point. Standard rounding methods must be applied. For example, a price of \$2.215 or higher must be rounded up to \$2.22 and a price of \$2.214 or lower must be rounded down to \$2.21.
- J. Although invoices must be submitted electronically via an 810 Electronic Invoice; the following address must appear in the “Bill To” or “Payment Will Be Made By” block of the Contractor’s invoice.

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

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

1. Contract Number
2. Call or Delivery Order Number
3. Purchase Order Number
4. DoD Activity Address Code (DODAAC)
5. Contract line item numbers (CLINs) listed in numeric sequence (CLIN order)

6. Item nomenclature
 7. Local Stock Number (LSN) or National Stock Number (NSN), as applicable
 8. Quantity purchased per item in DLA Troop Support's unit of issue
 9. Total dollar value on each invoice (reflecting changes to the shipment, if applicable)
- K. Invoice transactions may be submitted to DLA Troop Support daily. All internal debit/credit transactions must be completed prior to the submission of the invoice. Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The Contractor will be responsible for correction and re-submission. M. Invoice Reconciliation. The following tools have been developed to provide an additional method for the Contractor to ensure the accuracy of its own internal accounting process.
1. For STORES: **Vendor Reconciliation Tool** - In an effort to improve the payment process, Contractors are required to view what the customer has or has not receipted via the DLA Troop Support STORES website:

https://www.stores.dla.mil/stores_web/Admin_Logon.aspx. The Contractor will have access to "un-reconciled" information, i.e., the invoice does not match the receipt because of the quantity and/or price discrepancy or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the website by the Contractor. While the Contractor will not have the capability to update customer receipt information, update capability will be available for un-reconciled invoice information for 120 days. It is the Contractor's responsibility to ensure accurate invoices.
 2. For FFAVORS: **Invoicing Tool** - In an effort to improve the payment process, Contractors are required to view what the customer has or has not receipted via the USDA FFAVORS website: <http://www.fns.usda.gov/fdd/fresh-fruits-andvegetablesorder-receipt-system-ffavors>. The Contractor will have access to "un-reconciled" information, i.e., the invoice does not match the receipt because of the quantity and/or price discrepancy or because the customer has not posted a receipt. Both invoice information and receipt information will be available for review on the website by the Contractor. It is the Contractor's responsibility to ensure accurate invoices.

XXII. PRICE AUDITS

- A. Price Audits. Contractors are advised that the Government may conduct price verification analysis of the Contractor's performance on the resulting contract in the following manner:
1. At the Contracting Officer's discretion, an internal Price Verification Team in conjunction with the Contracting Officer may require the Contractor to provide copies of specific invoices from suppliers, as defined in the EPA provision of this Solicitation, covering up to 100 items that were included on the catalog at a given time.

2. The Price Verification Team will request the above documentation in writing and the Contractor will have thirty (30) days after the request to furnish the documentation.
 3. A report of overcharges and undercharges (if applicable) will be forwarded to the Contractor, and the Contractor may be required to pay the Government for the net amount owed for overcharges. The Government reserves all rights and remedies provided by law or under the contract in addition to recovering any overcharges. Undercharges will be evaluated by the Contracting Officer on a case-by-case basis consistent with other terms and conditions of the instant Solicitation. (i) The Government may elect to expand / reduce the scope of the price verification analysis, and frequency of future analyses, as deemed appropriate by the Contracting Officer.
- B. The Government reserves the right to conduct additional price audits as necessary in the opinion of the Contracting Officer to verify price accuracy and potentially recoup any overcharges. In such instances, the Contractor will be required to submit invoices and any other supporting price documentation that the contracting officer deems appropriate.

XXIII. FILL RATE

- A. Order fill rates shall be calculated by the Contractor on an on-time, per order basis and tracked for monthly submission to the Contracting Officer/Account Manager. To ensure accuracy in the Contractor's reported fill rates, the Government will utilize its own internal data for comparison purposes. The fill rate shall be calculated as follows and shall not include mis-picks, damaged cases or rejected items (**No other method of calculating fill rate will be accepted**):

$$\frac{\text{Cases accepted}}{\text{Cases ordered}} * 100 = \text{fill rate \%}$$

- B. Definitions:
1. Cases Accepted: Product that the customer has received and receipted not including damaged cases, rejected items, or mis-picks.
 2. Cases Ordered: Product ordered by a customer through STORES or FFAVORS.
- C. Contractor is required to maintain at a minimum a **98.0%** fill-rate.
- D. The Contractor will submit a monthly report, by customer, to the DLA Troop Support Contracting Officer with the following information:
1. Fill Rate

2. List of all items that were Not in Stock, Returned, Damaged, and/or Mis-picked.

XXIV. 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 business day, unless otherwise agreed to by the customer.

| | |
|-------------------------|-----------------------|
| New Year's Day | Labor Day |
| Martin Luther King Jr's | Birthday Columbus Day |
| Presidents' Day | Veterans Day |
| Memorial Day | Thanksgiving Day |
| Independence Day | Christmas Day |

- B. Note: Holidays falling on a Saturday are normally observed on the preceding day (Friday); holidays falling on a Sunday are normally observed on the following day (Monday).

XXV. EMERGENCY ORDERS

A. Troop requirements can accelerate and surge during wartime, civil emergencies, natural disasters, adverse weather or other conditions. Therefore, last minute ordering may take place as necessary to fulfill customers' requirements.

B. For Troop customers only, the contractor will provide up to one emergency order per month per customer at no additional cost to the Government. As specified by the customer, all emergency order(s) for supplies must be same day or next day. Expeditious fulfillment of the emergency requirement is imperative. Unless otherwise noted by the Contractor, the Contracting Officer or Contract Specialist will be the point of contact for emergency orders, and will vet the appropriateness of such a request.

XXVI. FOOD DEFENSE

- A. 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 Contractor must ensure that products and/or packaging have not been tampered with or contaminated throughout the growing, storage, and delivery process. The Contractor 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.

- B. As the holder of a contract with the Department of Defense, the Contractor should be aware of the vital role it plays in supporting the Agency's customers. It is incumbent upon the Contractor to take all necessary actions to secure product delivered to all military customers, as well as any applicable commercial destinations.
- C. Accordingly, the Contractor shall submit a Food Defense Plan prior to the start of performance under any resultant contract to describe what steps it has taken and will take to prevent product tampering and contamination. The Contractor will also describe what steps have been or will be taken that relate to overall plant security and food safety. The Contractor must describe in detail the types of measures in place or scheduled to be put in place for the performance period of this contract. (NOTE: to download a copy of the DLA Troop Support Food Defense Checklist please go to the following website:
http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check.pdf or contact the applicable Contracting Officer or the DLA Troop Support Quality Audits & Food Defense Branch). Contractors should include specific security measures relating to, but not limited to, the following areas:
 - 1. Employee Identification
 - 2. Background checks where applicable
 - 3. Control of access to plant facility, gates and doors at the facility
 - 4. Internal Security
 - 5. Training and security awareness
 - 6. Product Integrity
 - 7. Transportation Security
- D. The DLA Troop Support Produce Quality Audit Team will review Food Defense during Produce Quality Audits / Quality Systems Managements Visits (QSMVs), as part of the USDA-AMS Good Agricultural Practices ("GAP") & Good Handling Practices ("GHP") Audits (<http://www.ams.usda.gov/services/auditing/gap-ghp>), to verify the implementation, compliance and effectiveness of the firm's Food Defense Plan/Program.

XXVII. PRODUCT QUALITY

- A. Pathogens: The Contractor will use prevailing commercial practice for testing of pathogens including, but not limited to, E. Coli, Listeria Monocytogenes, Salmonella, Shigella, and Coagulase Positive Staph Aureus.
- B. Shelf-life: All products delivered shall be as fresh as possible and within the Growers/Packers' original shelf life (i.e., Best if Used- by-Date, Expiration Date, or other markings). Applicable products shall be identified with readable open code such as "Best-Used-by- Date", "Sell-by-Date", date of production, or similar

marking indicating the end of the guaranteed freshness date. In addition, the Contractor must comply with the following shelf-life requirements for fresh-cut fresh fruits and vegetables, ready-to-eat salads, cole slaw, etc.: 1. Individual bags/containers must be marked with a 14-day shelf life from the date of production. All products must be received by the customer with a least 50% of recommended shelf life remaining. If the manufacturer recommended shelf life is less than 14 days, the Contracting Officer must be notified in advance and approve the shelf-life. Any deviation from these requirements must be approved prior to customer delivery, in writing, by the Contracting Officer.

- C. Commercial standards shall be used to maintain temperatures appropriate for individual produce items during storage and delivery to DLA Troop Support customers.

- 1. Level of Product Quality:

- (a) When designating an item as a match for the DLA item in the Schedule of Items listed in the instant Solicitation, the item must be:
 - (i) Identical in respect to packaging when the DLA unit of issue is not described by weights (e.g. pound or ounce).
 - (ii) Equivalent in respect to grade or fabrication.

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

XXVIII. QUALITY PROGRAM

- A. A Manufacturer, Grower/, Private Label Holder or Redistributor selection or certification program shall be used to ensure standardized product quality for each item supplied and/or listed in the stock catalogs, regardless of supplier. The product quality shall be equal to that described in the pertinent item specification and/or specified US Grade Standard.
- B. The Contractor shall develop and maintain a quality program for the product acquisition, warehousing, and distribution to assure the following:
 - 1. Standardized product quality.
 - 2. Wholesome product by veterinary standards.
 - 3. The usage of First-In, First-Out ("FIFO") principles and/or First-Expired, First-Out ("FEFO").
 - 4. Product shelf life managed and monitored (by date of pack/production of the item).
 - 5. Items are free of damage.
 - 6. Correct items and quantities are selected and delivered.

7. Ensure requirements of the Berry Amendment are met, when applicable.
8. Customer satisfaction is monitored.
9. Product discrepancies and complaints are resolved and corrective action is initiated.
10. Supplier, FDA, or DoD initiated food recalls are promptly reported to customers and DLA Troop Support Contracting Officer.
11. Compliance with EPA and OSHA requirements.
12. Distressed or salvaged items or products shall not be used.
13. Applicable food products delivered originate from a source listed as a Sanitarily Approved Food Establishment for Armed Forces Procurement and/or listed in the USDA-AMS Good Agricultural Practices ("GAP") Verification Directory or the USDA-AMS Good Handling Practices ("GHP") Verification Directory for fresh fruits and vegetables, as applicable. Bulk Fresh fruits and vegetables suppliers must be inspected and listed under the USDA-AMS GAP and/or the GHP Directory.
14. Hazard Analysis and Critical Control Point ("HAACP") protocol, if applicable.
15. Commercial standards are used to maintain temperatures appropriate for individual items.

XXIX. WAREHOUSING AND SANITATION PROGRAM/STORED PRODUCT PEST MANAGEMENT

- A. The Contractor shall develop and maintain a sanitation program and a stored product pest management program for 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, as well as all pertinent state and local laws and regulations. Records of inspections performed by the Contractor, its subcontractor, or other recognized industry association hired by the Contractor shall be maintained and made available to the Government at the Contracting Officer's request. Any findings by the Contractor or its agent documenting a critical sanitation deficiency shall be reported immediately to the Contracting Officer with an attached report of corrective action.

XXX. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS AND SANITARY CONDITIONS

- A. Applicable food products (food products include bulk fresh fruits and vegetables), including pre-cut and packaged fruits, vegetables and salads, mushrooms, sprouts, etc., delivered to customers listed in this solicitation, as well as any customer added at a later date, shall originate either from an establishment (this includes suppliers/subcontractors or direct farm deliveries) listed in the "Directory of Sanitarily Approved Establishments for Armed Forces Procurements" or one which has been inspected under the guidance of the United States Department of Agriculture ("USDA"). The USDA Guidance for fresh fruits and vegetables is the USDA-AMS Good Agricultural Practices ("GAP") Verification Directory or the USDA-AMS Good Handling Practices ("GHP") Verification Directory for fresh fruits and

vegetables, as applicable. Bulk Fresh fruits and vegetables suppliers must be inspected and listed under the USDA-AMS GAP and/or the GHP Directory.

B. Food Establishments.

1. All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs 2 and 3 below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Public Health Command (USAPHC) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.aspx>). Compliance with the current edition of DoD Military Standard 3006A, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph 2 below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.
2. Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the worldwide directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the worldwide directory.
3. Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4H/MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312; 1-888-584-8332; or download from web site: http://www.apd.army.mil/pdf/r40_657.pdf) For the most current listing of exempt plants/products, see the Worldwide Directory (available at: <http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDApprovedFoodSources.aspx>).
4. Subsistence items other than those exempt from listing in the Worldwide

Directory, bearing labels reading “Distributed By”, “Manufactured For”, etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

5. When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the Contracting Officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the Contractor to request an extension of any delivery date. In the event the Contractor fails to correct such objectionable conditions within the time specified by the Contracting Officer, the Government shall have the right to terminate the contract in accordance with the “Default” clause of the contract.
- C. Delivery conveyances: The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and /or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product ‘unfit for intended purpose’, supplies tendered for acceptance may be rejected without further inspection.

XXXI. QUALITY SYSTEMS MANAGEMENT VISITS & PRODUCE QUALITY AUDITS

See Attachment 6.

XXXII. RECALL PROCEDURES REQUIREMENTS

A. In the event that a product recall is initiated by the USDA, the Contractor, or the Contractor’s supplier or manufacturer, the Contractor shall follow the procedures as outlined below:

1. Immediately notify the following personnel:
 - (a) Customers that have received the recalled 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) Type 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 Contractor shall 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 Contractor shall either replace at no additional cost or adjust the invoice quantity for any recalled product.

XXXIII. PERISHABLE AGRICULTURAL COMMODITIES ACT (“PACA”) LICENSE

- A. All offerors must possess a valid PACA license at the time they submit their initial proposals. Proof of a current, valid PACA license must be submitted with the offeror's proposal or the offer may be deemed technically unacceptable and removed from further award consideration. See Addendum to FAR 52.212-2 for further details regarding this proposal submission requirement. Additionally, upon award, the Contractor must maintain a valid PACA license throughout the life of the contract. Failure to do so may result in termination of the contract.

XXXIV. NON-COMPETE PROVISION

- A. The offeror warrants that upon receiving the award, it will not actively promote, engage, or market any of the customers on this acquisition away from the resultant DLA Troop Support contract and onto a fresh fruits and vegetable subsistence contract or account of any other Government agency or commercial entity. This prohibition is in effect during the life of the resultant contract, and restricts competition in the specific area or zone that is the subject of this acquisition. A violation of this term may result in the Contracting Officer terminating the contract, documenting this action as part of the awardee's past performance data, and taking other appropriate recourse as permitted by contract or applicable regulations and law.

XXXV. LOCAL PURCHASE (SCHOOLS)

- A. DLA Troop Support and the USDA support the use of local purchase to the maximum extent practicable. Therefore, Contractors are encouraged to source local produce taking into consideration price, availability, quality, and other factors.
- B. For purposes of this Solicitation, “local purchase” is defined as product purchased from growers or manufacturers within the state the customer is located, within the contract zone, or from a state bordering the state in which the customer is located.

- C. For contracts using FFAVORS catalogs, Contractors are required to include state of origin information for all products in the FFAVORS catalog. FFAVORS includes a data field for this purpose.
- D. Within 45 days after contract award, the successful Contractor(s) for schools will submit to the Contracting Officer a Local Purchase Procurement plan which will include the following elements:
 - 1. A list of specific items that the contractor currently purchases locally;
 - 2. A list of local growers from which the contractor sources product;
 - 3. Plans to expand the purchase of local items; and
 - 4. A list of resources that might assist in efforts to source more local products.
- E. Contractors may be required to attend information sessions related to local sourcing and promotion of local products.

XXXVI. MANAGEMENT REPORTS

- A. The Contractor shall electronically transmit the following reports to the DLA Troop Support Contracting Officer and Account Manager on a monthly basis. All reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month (e.g., for the reporting period of January 1 through January 31, the reports must be received by February 7).
 - 1. Product Line Listing (Manufacturer, Grower, Private Label Holder and Redistributor, collectively referred to as “Supplier”): This report shall list all items purchased along with quantity and dollar value. It shall be sorted by Supplier and annotate whether the Supplier is a large business or small business and whether the Supplier is local or non-local.
 - 2. Fill Rate Report: The fill-rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. No other method of calculating fill rates should be included. Mis-picks and damaged or rejected cases should not be included in this calculation. The report should specify fill rates per customer and an overall average fill-rate for all customers under the contract for the month being reported.
 - 3. Rebates, Discounts, Allowances and Other Economic Incentives (collectively referred to as “Incentives”):
 - a. All incentives for the prior month (i.e. the month being reported) that have been passed along to the customer(s) or that are due to the customer(s) shall be summarized by listing each customer and the incentive amount per line item. Also include the Supplier (see definition in section A.1. above) offering the incentive and the product usage. The total should be per customer and per order.

- b. Also, the Contractor must report on any and all financial arrangements

under which the Contractor: (i) receives money from any of the Contractor's suppliers, and (ii) asserts that such money is not an incentive that is owed to the Government under the terms of this solicitation and the resulting contract. The Contractor must report the name of each supplier that provided money to the Contractor during the month, a brief description of each financial arrangement, and, the respective dollar amount received for each financial arrangement. If a new financial arrangement (i.e. an arrangement that was not previously provided in the Contractor's proposal under this solicitation) is reported, then the monthly report must also explain why the contractor believes that the new financial arrangement should not be considered an incentive that would be owed to the Government under the terms of the resultant contract. This explanation is not required in the monthly report if the explanation was previously provided with the Contractor's proposal under this solicitation.

- c. The above reports shall be prepared in documents that include the Contractor's own letterhead. Said reports shall be signed by the appropriate official within the Contractor's organization holding the requisite authority to bind the Contractor and act on its behalf for purposes of this reporting. By signing such reports, the contractor certifies that it understands the reporting requirements, that it understands the relevant contractual terms and conditions, and that the information provided is true and accurate.
4. DNAD: On a monthly basis, the Contractor shall create and electronically transmit an excel spreadsheet to the Contracting Officer with the stock number, item description, case count, pounds, and dollar value of non-domestic orders filled during the month. All subsequent reports shall be cumulative for a one (1) month period and submitted no later than the seventh day of the following month (e.g. for the reporting period of June 1 through June 30, the report must be received by July 7). The Contractor shall code the EDI 832 Ref 03 (Foreign Source Indicator) with "Y" for each item that is foreign product and "N" for each item that is not foreign product. NOTE: The DNAD report is required only for Troop contracts because the Contractor is prohibited from providing any non-domestic products under the USDA contracts (i.e. contracts supporting School).
5. Customer Service Report: The Contractor shall develop and provide a report summarizing all discrepancies, complaints and all positive feedback from ordering activities and the respective resolutions by providing details of each customer service incident, including any customer service visits.
6. Descending Dollar Value Report: Sorted by line item; each line is to contain,

at a minimum: DLA Troop Support stock number, Item Description, pack or size, brand description, quantity, and total dollar value of units shipped. Dollar amounts will be totaled. This report shall be submitted by individual customer accounts and also by the total customer base in each zone.

- B. The Contractor will also submit an annual report on the status of its performance regarding its Local Purchase Plan. The report will enable DLA and its customers to provide assistance as needed in identifying local sources. See Section XXXV for detailed information.

XXXVII. CONTRACT ADMINISTRATION INFORMATION

- A. Contract Authority: The DLA Troop Support Contracting Officer is the only person authorized to approve changes, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with the DLA Troop Support Contracting Officer.
 - 1. In the event that the Contractor 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. The Contracting Officer must authorize any modification or costs associated with a change in writing.
 - 2. Requests for information on matters related to this contract, such as an explanation of terms or contract interpretation, shall be submitted to the DLA Troop Support Contracting Officer.
- B. Payments: DFAS Columbus Center is the payment office for this acquisition.
 - 1. Payment of delivery orders will be made in accordance with the terms and conditions of Paragraph (i) of FAR Clause 52.212-4 "Contract Terms and Conditions - Commercial Items" that is incorporated by reference into this solicitation.
 - 2. Payment will be made within 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 810 electronic invoices must be submitted with accurate, sufficient, clean data before any payment can be made. As previously noted, it is the Contractor's obligation to submit such an invoice and, absent such an invoice, no payment will be due for purposes of the Prompt Payment Act.
 - 3. The Contractor is responsible to use MyInvoice for detailed summary of payments (line by line analysis) which can be found at: <https://wawf.eb.mil/>.
 - 4. The Government intends to make payments under the resultant contract by

electronic funds transfer (“EFT”) based on the information contained in the System for Award Management Registration (“SAM”). FAR Clause 52.232-33, “Payment by Electronic Funds Transfer- System for Award Management” is incorporated by reference.

C. Administration:

1. The Contracting Officer from the DLA Troop Support Pacific will perform administration of the contract. The DLA Troop Support Pacific Contracting Officer must approve any changes to the resultant contract.

XXXVIII. PROPOSAL SUBMISSION INFORMATION

A. Pricing

1. An offeror’s price proposal shall consist of prices submitted for each of the items found in the Schedule of Items (Attachment 2). The Schedule of Items is a grouping of items expected to be ordered by the customers along with the estimated quantities. The items found in the Schedule of Items represent 100% of the estimated dollar value for that particular Group. Offerors are required to submit their Contract Unit Price for each item, broken down into the corresponding Delivered Price and Distribution Price components. Pricing will be based on the following formula:

$$\text{Contract Unit Price} = (\text{Delivered Price} - \text{Rebates/Discounts}) + \text{Distribution Price}$$

See Economic Price Adjustment section of this solicitation for price component definitions.

2. Formatting of Prices: Prices shall be formatted to no more than two places to the right of the decimal point, for example, \$2.50. In the event that the offeror submits a price that exceeds this limitation, the price will be rounded up or down using standard rounding methods. For example, a price of \$2.215 or higher will be rounded up to \$2.22 and a price of \$2.214 or lower will be rounded down to \$2.21.
3. Distribution Prices - Multiple Groups and Option:
 - a. Multiple Groups. If multiple Groups are covered under this Solicitation, the offeror is permitted to submit a separate Distribution Price for each Group. In this instance, “Group” refers to a distinct and separate set of customers that require produce support (i.e. Troops vs. Schools). In the event that an offeror includes a Distribution Price for only one Group but through its proposal submission clearly indicates that it had intended to submit a proposal for multiple Groups covered by the Solicitation (i.e. submits

pricing for all items contained in the Schedule of Items for all Groups), the Contracting Officer will interpret the offeror's omission of a separate Distribution Price for the other Group as its willingness to retain the same Distribution Price as the Group it was provided for and apply it to all Groups. Per this provision, this interpretation by the Contracting Officer is reasonable and acceptable by the offeror.

- b. Option: Only one Distribution Price shall be offered for all items in each period (Base Period and Option Period). Offerors may propose a different Distribution Price per Option Period. As described above in paragraph A.3.a., if an offeror fails to propose a Distribution Price for all of the Periods (Base Period and Option Period), the Contracting Officer will utilize the proposed distribution price and apply it onward for the option period. For instance, an offeror proposes a Distribution Price of \$3.00 for Base Period, and fails to provide any Distribution Price for Option Period. The Contracting Officer will apply the \$3.00 Distribution Price for Option Period. This application is reasonable and acceptable by the offeror per the terms of this section.

B. Schedule of Items: Pricing

1. The Schedule of Items in Attachment 2 represents 100% of the estimated dollar value of this procurement. Offerors must submit pricing for all items in the Schedule of Items. The unit prices of all items found in the Schedule of Items will be comparatively assessed to identify any unusually high or low priced items. This assessment includes, but is not limited to, comparison amongst offerors' prices as well as comparison against USDA market report prices and internal Government databases that are applicable.
2. Estimated quantities for each 18-month period (2 separate period, each consisting of an 18-month time period) are indicated next to each item and are for information and evaluation purposes only. The Offeror's proposed Contract Unit Prices found in the Schedule of Items will be multiplied by the estimated quantities by period in order to calculate the Offeror's overall aggregate total price, which will be compared against the other offerors in order to identify the lowest overall price proposal.
3. Offerors are to submit proposed prices in accordance with the definitions of the separate price components identified earlier in this Solicitation. The Delivered Prices proposed must reflect those prices that were paid by the offeror for the various items during the Sunday, October 22 through Saturday, November 25 timeframe. Upon request from the Contracting Officer, an offeror may be required to substantiate the aforementioned proposed Delivered Prices with a product invoice (quotes may be accepted in very limited circumstances per Contracting Officer discretion) and accompanying freight invoice. The offeror's proposed Contract Unit Prices must be in a

format that identifies the Delivered Price, minus any applicable Rebates/Discounts, and the Distribution Price as separate entries, then totaled together as one lump sum (i.e. the Contract Unit Price). For example, if the Delivered Price is \$20.00, the applicable Rebates/Discounts equal \$0.25, and the Distribution Price is \$3.00 an offeror's proposed Contract Unit Price for that item should be indicated as follows:

$$(\$20.00 - \$0.25) + \$ 3.00 = \$ 22.75$$

(Prices used for illustrative purposes only)

- (a) An offeror shall NOT submit only the Contract Unit Price. All three components, as demonstrated above, shall be provided for each item.
- (b) Delivered Prices, applicable Rebates/Discounts, and Distribution Prices for all items are to be submitted according to the Government's Unit of Issue. There are NO exceptions to this requirement. Failure to do so may result in an offeror's proposal being deemed technically unacceptable and therefore eliminated from further consideration for award. Please note that all items listed in the Solicitation's Schedule of Items will ultimately become part of the Contractor's catalog.
- (c) It is important to note that the Rebates/Discounts reported by an offeror during the proposal and subsequent evaluation stage will be relied upon by the Contracting Officer in demonstrating the favorable business relationships and resulting pricing terms that the offeror has with its suppliers. These favorable pricing terms, as well as any other terms represented in its proposal, should be available and utilized during the performance of the contract if the offeror is selected as the awardee. Therefore, it is required that the offeror be realistic and accurate in its reporting of said Rebates/Discounts. **TO BE CLEAR:** All offerors are on notice that the Contracting Officer expects each's proposal to accurately reflect the way in which that offeror intends to perform the contract if it is selected as the awardee. It is unacceptable to propose favorable terms that are inaccurate, false, or unrealistic for the purpose of misleading the Contracting Officer and tainting the evaluation process so that the offending offeror receives an award. Such behavior, when discovered, will result in immediate adverse action against the offeror or contractor as permitted by the terms of this Solicitation, applicable regulations, laws, or otherwise.

C. Distribution Prices

1. The offeror shall provide Distribution Prices for each group (i.e. Troops vs. Schools) and for each period, as discussed in paragraph A.3. of this section. Each Distribution Price shall reflect performance costs on a per-case basis. Each group may have a different Distribution Price. Also, each period may

have a different Distribution Price, but each period's Distribution Price shall apply to all items during the entire period.

- a. Unlike Delivered Prices (as discussed further below), Distribution Prices shall remain constant for the entirety of each period. As such, the Distribution Price for Base Period does not have to be equal to the Distribution Prices for Option Period. These prices can differ or remain the same as the Base Period price; but ultimately will remain constant for the duration of each period.

D. Delivered Prices

1. The offeror is required to submit pricing on all items within the Schedule of Items. For evaluation purposes, an offeror's proposed prices on the Schedule of Items shall reflect the offeror's Delivered Prices, as previously defined, that were effective from **Sunday, March 4, 2018 through Saturday, March 31, 2018.**
2. As part of the evaluation process and requirement for proposal submission, the Government requires offerors to substantiate all of its proposed Delivered Prices with an invoice / quote from the manufacturer, grower, private label holder, or redistributor (collectively referred to as "Supplier") along with the corresponding freight invoice. The line item number must be clearly marked on each invoice (product and freight) to identify the invoice's corresponding item. The preferred documentation is the manufacturer, grower, or private label holder invoice. If a particular line item was not stocked during that time period, a written quote from a manufacturer, grower or private label holder may be accepted. However, please note that anything other than an invoice, such as quotes, are the exception to the rule and may not be satisfactory to the Contracting Officer in substantiating an offeror's Delivered Price. If unsatisfactory to the Contracting Officer, said price will be unacceptable and treated as though the offeror didn't submit a price at all. This situation may result in the offeror's proposal being deemed technically unacceptable and removed from further consideration for award. If an offeror does not have an invoice, the offeror needs to explain why, e.g. not in season, do not carry, etc. As stated, the Government has a strong preference for invoices over market quotes or other documentation. All invoices, quotes, or other documentation must be from sources that the offeror currently uses or plans to use to support the resultant contract. All invoices (and other documentation as permitted) must contain realistic quantities for which the price paid was based upon. For example, an invoice for a quantity of 1 will not be accepted when the Government routinely purchases quantities well in excess of that quantity. Conversely, an invoice (and other documentation as permitted) based upon an unrealistically large quantity will not be accepted. Quotes shall not be used for the purpose of submitting a price lower than an existing invoice price within the offeror's possession for the particular time period required by the

Solicitation. This type of gamesmanship (i.e. lowballing) threatens the integrity of the procurement process and runs afoul of the clear intention of this Solicitation. As such, it will not be tolerated. By submitting a quote, the offeror is certifying that it did not purchase, nor have in stock, the item for the time period being evaluated. Information that is later obtained by the Contracting Officer that casts doubt on the veracity of this certification will be handled as appropriate per the terms of this Solicitation, applicable regulations, laws, or otherwise. The Contracting Officer has the sole authority and ultimate discretion in addressing the above-identified situations and scenarios and ultimately deciding on what information is acceptable and substantiates an offeror's proposed Delivered Prices.

(i) Any quote must be presented in the following manner:

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

E. Contract Unit Prices

1. Prices must not extend more than two places to the right of the decimal point. Standard rounding methods must be observed. For example, a delivered price of \$2.215 or higher must be rounded up to \$2.22 and a price of \$2.214 or lower must be rounded down to \$2.21.
2. If an offeror carries a variety of brands for the same item, the price submitted shall be for the lowest priced, technically acceptable, item that meets the Government's minimum requirements.
3. All items procured under the resultant contract are subject to all contractual clauses and regulations, including, but not limited to, DFARS 252.225-7012, Preference for Certain Domestic Commodities, and the requirement that items be procured from a sanitarily approved source. All invoices and quotes must contain sufficient information to clearly reflect compliance with solicitation/contract terms and conditions.
4. Offerors are required to submit a spreadsheet containing the following information **(Attachment 2)**:
 - (a) Stock Number
 - (b) Item Description: Government Item Description
 - (c) Estimated Quantity: Quantity provided

- (d) Unit of Issue: Self-explanatory. Note: Unit of Issue must be the same as that identified in the Government's Schedule of Items
- (e) Delivered Price (DEP): The price you actually paid for the item minus any applicable Rebates/Discounts, as substantiated by a Manufacturer, Grower, or Private Label Holder invoice or quote. In limited circumstances as described above, this price may be substantiated by a Redistributor's invoice (Redistributor Exception). Conversely, under No circumstances will a quote be accepted from a Redistributor
- (f) Distribution Price (DIP): Your distribution price
- (g) Contract Unit Price: (Delivered Price – Rebates/Discounts) + Distribution Price
- (h) Total: Estimated Quantity multiplied by Contract Unit Price
- (i) Gov't Average Case Weight: Provided.

F. Instructions for Proposal Spreadsheet– **Attachment 2**

1. Please fill in the white boxes only. The spreadsheet will automatically calculate your total evaluated price. All prices must be rounded to two places to the right of the decimal point using standard rounding methods (see paragraph A.2. above). If an offeror does not submit Distribution Prices for the periods, the offeror's proposal may be rejected as technically unacceptable. **Distribution Prices by Period are to be expressed in dollars and cents only.** An offeror may elect to offer no change in the Distribution Prices over the life of the contract. As a reminder, all offerors must submit **ONE DISTRIBUTION PRICE** per Period that will apply to every item in a Group in the Schedule of Items. Multiple Distribution Prices within a period will not be accepted.
2. When preparing the spreadsheet, totals must appear in the rows titled "BASE PERIOD EVALUATION", "OPTION PERIOD EVALUATION" and "TOTAL EVALUATION".

G. Financial Arrangements: As part of a proposal, an offeror must submit, on signed letterhead, a list identifying any and all financial arrangements under which the offeror:

- (i) receives money from any of the offeror's suppliers, and
- (ii) asserts that such money is not a rebate, discount, or other economic incentive that would be owed to the Government under the terms of this solicitation and the resulting contract.

The offeror must provide the name of each supplier with whom the contractor has such a financial arrangement(s), provide a brief description of each financial arrangement, provide written agreement, and explain why the offeror believes that each financial arrangement should not be considered a rebate, discount, or other incentive that would be owed to the Government under the terms of this solicitation

and the resulting contract.

Note: A negative response is required.

H. Proposal Submission: Each offeror must submit:

- (i) a signed copy of the solicitation (and amendments, if applicable)
- (ii) all solicitation attachments (including Attachment 2 with proposed prices),
- (iii) signed financial arrangement information,
- (iv) a copy of a valid PACA License, and

SPE302-18-R-S001 - Schedule of Items

| NoN-DoD USDA Schools | | | MAUI | | | | | | | | |
|-------------------------|-------|--|-----------------------------------|---------|---------------|-------------------------|-------------------|-----------------------|--------------------------|-----------------|-----------------|
| Base Period (18 Months) | | | Distribution Price Per Pound (LB) | | | | | | | | |
| Vendor: | | | \$0.00 | | | | | | | | |
| Gov't | Item | Government | PKG | UNIT OF | Est # Cases | CASE Delivered Price | CASE Distribution | Extended CASE | Extended CASE | CASE Price | Total Evaluated |
| Item # | Code | Item Description | SIZE (LB) | ISSUE | Per 18 Months | (DEP) Including Freight | Price (DIP) | Delivered Price (DEP) | Distribution Price (DIP) | (FFAVORS Input) | CASE Price |
| 1 | 15P73 | APPLE FUJI 1/5 LB BG | 5 | BG | 30 | \$0.00 | \$0.00 | \$ - | \$ - | \$0.00 | \$ - |
| 2 | 14M11 | APPLE R/D 100 CT 1/40 LB CS | 40 | CS | 65 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 3 | 14M10 | APPLE R/D 125-138 CT 1/40 LB CS | 40 | CS | 870 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 4 | 15N47 | APPLE R/D 125-138 CT 1/5 LB CS | 5 | CS | 240 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 5 | 16Z98 | APPLES FRESH RED DEL USXF 100 CT 5 LB CS | 5 | CS | 5 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 6 | 16Z07 | APPLES FUJI FRESH 100-113 CT 40 LB CS | 40 | CS | 510 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 7 | 18A33 | BEAN SPROUTS FRESH 5 LB BAG | 5 | BG | 50 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 8 | 16P62 | BOK CHOY 1/5 LB CO | 5 | CO | 25 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 9 | 16P24 | BROCCOLI FLORETS CHL US#1 1/5 LB BG | 5 | BG | 550 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 10 | 15N52 | CABBAGE CHL GRN SHRD 1/5 LB PG | 5 | PG | 2,770 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 11 | 18B14 | CABBAGE FRESH CHINESE WON BOK 5 LB CS | 5 | CS | 635 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 12 | 16P47 | CABBAGE GRN US#1 1/50 LB CS | 50 | CS | 155 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 13 | 15N56 | CABBAGE GRN US#1, 3 CT, 1/5 LB CS | 5 | CS | 120 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 14 | 16N33 | CABBAGE RED , 2-3 CT, 1/5 LB BG | 5 | BG | 310 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 15 | 18K06 | CANTALOUPE CHL CHUNKS 25 LB CS | 25 | CS | 10 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 16 | 14J94 | CANTALOUPE US#1 12-15 CT 1/35 LB CS | 35 | CS | 400 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 17 | 15Q60 | CARROT CHL BABY WHL 1/5 LB BG | 5 | BG | 3,615 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 18 | 16P70 | CARROT CHL SHRD 1/5 LB PG | 5 | PG | 340 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 19 | 15N54 | CARROT CHL STICK 1/5 LB BG | 5 | BG | 660 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 20 | 15A32 | CARROT TOPPED 1/50 LB CS | 50 | CS | 20 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 21 | 14M33 | CARROT WHL 1/5 LB BG | 5 | BG | 120 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 22 | 15A20 | CELERY 3 CT 1/5 LB BG | 5 | BG | 390 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 23 | 15P55 | CELERY CHL STICK 1/5 LB CS | 5 | CS | 545 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 24 | 16P06 | CELERY, FRESH, 24-36 CT | 50 | CS | 25 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 25 | 16P51 | COLE SLAW MIX CHL 1/5 LB BG | 5 | BG | 395 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 26 | 16P98 | CUCUMBER 1/5 LB CS | 5 | CS | 270 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 27 | 16Z43 | CUCUMBERS, FRESH, US FANCY NO.1, 36 CT | 25 | CS | 45 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 28 | 16A00 | GINGER ROOT FRESH 1 LB PG | 1 | PG | 60 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 29 | 18K07 | HONEYDEW CHL CHUNKS 25 LB CS | 25 | CS | 20 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 30 | 14P04 | HONEYDEW US#1 1/25 LB CS | 25 | CS | 270 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 31 | 16L91 | LETTUCE CHL CHOP 4/5 LB BG | 20 | BG | 25 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 32 | 16L93 | LETTUCE CHL SHRD 1/5 LB BG | 5 | BG | 260 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 33 | 16V67 | LETTUCE ICEBERG CELLO 3 CT 1/5 LB CS | 5 | CS | 30 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 34 | 16W17 | LETTUCE LEAF GREEN 24 CT 1/20 LB CS | 20 | CS | 170 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |

SPE302-18-R-S001 - Schedule of Items

| NoN-DoD USDA Schools | | | MAUI | | | | | | | | |
|-------------------------|-------|--|-----------------------------------|---------|---------------|-------------------------|-------------------|-----------------------|--------------------------|-----------------|-----------------|
| Base Period (18 Months) | | | Distribution Price Per Pound (LB) | | | | | | | | |
| Vendor: | | | \$0.00 | | | | | | | | |
| Gov't | Item | Government | PKG | UNIT OF | Est # Cases | CASE Delivered Price | CASE Distribution | Extended CASE | Extended CASE | CASE Price | Total Evaluated |
| Item # | Code | Item Description | SIZE (LB) | ISSUE | Per 18 Months | (DEP) Including Freight | Price (DIP) | Delivered Price (DEP) | Distribution Price (DIP) | (FFAVORS Input) | CASE Price |
| 35 | 16W60 | LETTUCE LEAF RED US#1 1/15 LB CS | 15 | CS | 20 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 36 | 17T75 | LETTUCE RED LEAF 5 LB CS | 5 | CS | 65 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 37 | 16Z78 | LETTUCE ROMAINE CHOPPED 5 LB BG | 5 | BG | 3,680 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 38 | 16P33 | LETTUCE ROMAINE US#1 24 CT 1/35 LB CS | 35 | CS | 190 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 39 | 16D47 | LETTUCE ROMAINE US#1 5 LB CO | 5 | CO | 225 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 40 | 16Z52 | LETTUCE, GREEN LEAF, FRESH, 6 LB CS | 6 | CS | 280 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 41 | 16W98 | MUSHROOM 1/1 LB CO | 1 | CO | 180 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 42 | 16P35 | MUSHROOM US#1 1/10 ILB CS | 10 | CS | 70 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 43 | 16P99 | ONION DRY ANY (NO SPANISH) US#1 50 LB CS | 50 | CS | 35 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 44 | 16D49 | ONION GRN US#1 5 LB CO | 5 | CO | 65 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 45 | 16Z75 | ONIONS DRY YELLOW 5 LB BG | 5 | BG | 370 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 46 | 18A12 | ONIONS GREEN FRESH 1 BUNCH 1 LB | 1 | LB | 235 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 47 | 18K12 | ONIONS MAUI CHL DICED 5 LB CS | 5 | CS | 15 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 48 | 15A62 | ONIONS YEL CHL DICE 5 LB BG | 5 | BG | 40 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 49 | 18K11 | ONIONS MAUI CHL SL 5 LB CS | 5 | CS | 25 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 50 | 14I54 | ORANGE 1/5 LB BG | 5 | BG | 80 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 51 | 14F10 | ORANGE 80 CT 1/35 LB CS | 35 | CS | 10 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 52 | 16Z40 | ORANGES, FRESH, 113 CT, US NO 1, FANCY | 35 | CS | 1,760 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 53 | 16Z32 | ORANGES, FRESH, FANCY, 72-88 CT, | 5 | BG | 3 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 54 | 18B13 | PAPAYAS FRESH 3-4 CT 5 LB CS | 5 | CS | 135 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 55 | 18B12 | PAPAYAS FRESH 8-10 CT 25 LB CS | 25 | CS | 205 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 56 | 18K13 | PAPAYAS CHL DICED 5 LB CS | 5 | CS | 5 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 57 | 17D04 | PEPPER SWT BELL GRN MED 1/5 LB BG | 5 | BG | 155 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 58 | 15P35 | PEPPER SWT GRN BELL LG 25LBCS | 25 | CS | 30 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 59 | 15D65 | PEPPERS GRN CHL SWT SL 5 LB CS | 5 | CS | 10 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 60 | 15A85 | PEPPERS SWT CHL GRN DICE 5 LB BG | 5 | CS | 40 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 61 | 15Q30 | PINEAPPLE CHL CHUNKS 5 LB BG | 5 | BG | 65 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 62 | 15M79 | POTATO BAKING RUSSET 90 CT 1/50 LB CS | 50 | CS | 40 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 63 | 16D45 | POTATO BAKING RUSSET US#1 1/5 LB BG | 5 | BG | 125 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 64 | 14M36 | POTATO SWT FR 25 LB CS | 25 | CS | 15 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 65 | 18A72 | SALAD MIX IBERG/ROM/CAR/CAB 5 LB CS | 5 | CS | 230 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 66 | 18B15 | SPINACH FRESH READY-TO-USE 5 LB CS | 5 | CS | 1,500 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 67 | 18K09 | SQUASH ZUCCHINI CHL CHUNKS 25 LB CS | 25 | CS | 10 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 68 | 14M42 | SQUASH FRESH ZUCCHINI 5 CT 5 LB CS | 5 | CS | 170 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |

SPE302-18-R-S001 - Schedule of Items

| NoN-DoD USDA Schools | | | MAUI | | | | | | | | |
|-------------------------|-------|--|-----------------------------------|---------|---------------|-------------------------|-------------------|-----------------------|--------------------------|-----------------|-----------------|
| Base Period (18 Months) | | | Distribution Price Per Pound (LB) | | | | | | \$0.00 | | |
| Vendor: | | | | | | | | | | | |
| Gov't | Item | Government | PKG | UNIT OF | Est # Cases | CASE Delivered Price | CASE Distribution | Extended CASE | Extended CASE | CASE Price | Total Evaluated |
| Item # | Code | Item Description | SIZE (LB) | ISSUE | Per 18 Months | (DEP) Including Freight | Price (DIP) | Delivered Price (DEP) | Distribution Price (DIP) | (FFAVORS Input) | CASE Price |
| 69 | 15R29 | STRAWBERRY CLAMSHELL 8/1 LB CO | 8 | CO | 930 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 70 | 15Q22 | TOMATO 5X6 1/25 LB CS | 25 | CS | 430 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 71 | 15Q21 | TOMATO 6X6 1/25 LB CS | 25 | CS | 135 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 72 | 15U07 | TOMATO GRAPE 1/5 LB CS | 5 | CS | 580 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 73 | 18A16 | TOMATOES CHERRY FRESH 1 PINT 1 LB | 1 | LB | 10 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 74 | 18B17 | TOMATOES FRESH 5X6 5 LB CS | 5 | CS | 330 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 75 | 18B16 | TOMATOES FRESH 6X6 5 LB CS | 5 | CS | 125 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 76 | 16V34 | VEG MIX CHOP SUEY CHL 5 LB BG | 5 | BG | 210 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 77 | 16B57 | WATERCRESS LOOSE US#1/HAWAII #1 5 LB BG | 5 | BG | 40 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 78 | 18K08 | WATERMELON CHL CHUNKS 25 LB CS | 25 | CS | 1 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 79 | 15W86 | WATERMELON SDLS 1/35 LB CS 2/18LB AVG EA | 35 | CS | 120 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| | | Total Cases | | | 26,999 | TOTAL EVALUATION | | \$ - | \$ - | | \$ - |

SPE302-18-R-S001 - Schedule of Items

| NoN-DoD USDA Schools | | | MAUI | | | | | | | | |
|---------------------------|-------|--|-----------------------------------|---------|---------------|-------------------------|-------------------|-----------------------|--------------------------|-----------------|-----------------|
| Option Period (18 Months) | | | Distribution Price Per Pound (LB) | | | | | \$0.00 | | | |
| Vendor: | | | | | | | | | | | |
| Gov't | Item | Government | PKG | UNIT OF | Est # Cases | CASE Delivered Price | CASE Distribution | Extended CASE | Extended CASE | CASE Price | Total Evaluated |
| Item # | Code | Item Description | SIZE (LB) | ISSUE | Per 18 Months | (DEP) Including Freight | Price (DIP) | Delivered Price (DEP) | Distribution Price (DIP) | (FFAVORS Input) | CASE Price |
| 1 | 15P73 | APPLE FUJI 1/5 LB BG | 5 | BG | 30 | \$0.00 | \$0.00 | \$ - | \$ - | \$0.00 | \$ - |
| 2 | 14M11 | APPLE R/D 100 CT 1/40 LB CS | 40 | CS | 65 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 3 | 14M10 | APPLE R/D 125-138 CT 1/40 LB CS | 40 | CS | 870 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 4 | 15N47 | APPLE R/D 125-138 CT 1/5 LB CS | 5 | CS | 240 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 5 | 16Z98 | APPLES FRESH RED DEL USXF 100 CT 5 LB CS | 5 | CS | 5 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 6 | 16Z07 | APPLES FUJI FRESH 100-113 CT 40 LB CS | 40 | CS | 510 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 7 | 18A33 | BEAN SPROUTS FRESH 5 LB BAG | 5 | BG | 50 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 8 | 16P62 | BOK CHOY 1/5 LB CO | 5 | CO | 25 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 9 | 16P24 | BROCCOLI FLORETS CHL US#1 1/5 LB BG | 5 | BG | 550 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 10 | 15N52 | CABBAGE CHL GRN SHRD 1/5 LB PG | 5 | PG | 2,770 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 11 | 18B14 | CABBAGE FRESH CHINESE WON BOK 5 LB CS | 5 | CS | 635 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 12 | 16P47 | CABBAGE GRN US#1 1/50 LB CS | 50 | CS | 155 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 13 | 15N56 | CABBAGE GRN US#1, 3 CT, 1/5 LB CS | 5 | CS | 120 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 14 | 16N33 | CABBAGE RED , 2-3 CT, 1/5 LB BG | 5 | BG | 310 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 15 | 18K06 | CANTALOUPE CHL CHUNKS 25 LB CS | 25 | CS | 10 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 16 | 14J94 | CANTALOUPE US#1 12-15 CT 1/35 LB CS | 35 | CS | 400 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 17 | 15Q60 | CARROT CHL BABY WHL 1/5 LB BG | 5 | BG | 3,615 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 18 | 16P70 | CARROT CHL SHRD 1/5 LB PG | 5 | PG | 340 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 19 | 15N54 | CARROT CHL STICK 1/5 LB BG | 5 | BG | 660 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 20 | 15A32 | CARROT TOPPED 1/50 LB CS | 50 | CS | 20 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 21 | 14M33 | CARROT WHL 1/5 LB BG | 5 | BG | 120 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 22 | 15A20 | CELERY 3 CT 1/5 LB BG | 5 | BG | 390 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 23 | 15P55 | CELERY CHL STICK 1/5 LB CS | 5 | CS | 545 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 24 | 16P06 | CELERY, FRESH, 24-36 CT | 50 | CS | 25 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 25 | 16P51 | COLE SLAW MIX CHL 1/5 LB BG | 5 | BG | 395 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 26 | 16P98 | CUCUMBER 1/5 LB CS | 5 | CS | 270 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 27 | 16Z43 | CUCUMBERS, FRESH, US FANCY NO.1, 36 CT | 25 | CS | 45 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 28 | 16A00 | GINGER ROOT FRESH 1 LB PG | 1 | PG | 60 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 29 | 18K07 | HONEYDEW CHL CHUNKS 25 LB CS | 25 | CS | 20 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 30 | 14P04 | HONEYDEW US#1 1/25 LB CS | 25 | CS | 270 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 31 | 16L91 | LETTUCE CHL CHOP 4/5 LB BG | 20 | BG | 25 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 32 | 16L93 | LETTUCE CHL SHRD 1/5 LB BG | 5 | BG | 260 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 33 | 16V67 | LETTUCE ICEBERG CELLO 3 CT 1/5 LB CS | 5 | CS | 30 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 34 | 16W17 | LETTUCE LEAF GREEN 24 CT 1/20 LB CS | 20 | CS | 170 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |

SPE302-18-R-S001 - Schedule of Items

| NoN-DoD USDA Schools | | | MAUI | | | | | | | | |
|---------------------------|-------|--|-----------------------------------|---------|---------------|-------------------------|-------------------|-----------------------|--------------------------|-----------------|-----------------|
| Option Period (18 Months) | | | Distribution Price Per Pound (LB) | | | | | \$0.00 | | | |
| Vendor: | | | | | | | | | | | |
| Gov't | Item | Government | PKG | UNIT OF | Est # Cases | CASE Delivered Price | CASE Distribution | Extended CASE | Extended CASE | CASE Price | Total Evaluated |
| Item # | Code | Item Description | SIZE (LB) | ISSUE | Per 18 Months | (DEP) Including Freight | Price (DIP) | Delivered Price (DEP) | Distribution Price (DIP) | (FFAVORS Input) | CASE Price |
| 35 | 16W60 | LETTUCE LEAF RED US#1 1/15 LB CS | 15 | CS | 20 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 36 | 17T75 | LETTUCE RED LEAF 5 LB CS | 5 | CS | 65 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 37 | 16Z78 | LETTUCE ROMAINE CHOPPED 5 LB BG | 5 | BG | 3,680 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 38 | 16P33 | LETTUCE ROMAINE US#1 24 CT 1/35 LB CS | 35 | CS | 190 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 39 | 16D47 | LETTUCE ROMAINE US#1 5 LB CO | 5 | CO | 225 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 40 | 16Z52 | LETTUCE, GREEN LEAF, FRESH, 6 LB CS | 6 | CS | 280 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 41 | 16W98 | MUSHROOM 1/1 LB CO | 1 | CO | 180 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 42 | 16P35 | MUSHROOM US#1 1/10 ILB CS | 10 | CS | 70 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 43 | 16P99 | ONION DRY ANY (NO SPANISH) US#1 50 LB CS | 50 | CS | 35 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 44 | 16D49 | ONION GRN US#1 5 LB CO | 5 | CO | 65 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 45 | 16Z75 | ONIONS DRY YELLOW 5 LB BG | 5 | BG | 370 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 46 | 18A12 | ONIONS GREEN FRESH 1 BUNCH 1 LB | 1 | LB | 235 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 47 | 18K12 | ONIONS MAUI CHL DICED 5 LB CS | 5 | CS | 15 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 48 | 15A62 | ONIONS YEL CHL DICE 5 LB BG | 5 | BG | 40 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 49 | 18K11 | ONIONS MAUI CHL SL 5 LB CS | 5 | CS | 25 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 50 | 14I54 | ORANGE 1/5 LB BG | 5 | BG | 80 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 51 | 14F10 | ORANGE 80 CT 1/35 LB CS | 35 | CS | 10 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 52 | 16Z40 | ORANGES, FRESH, 113 CT, US NO 1, FANCY | 35 | CS | 1,760 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 53 | 16Z32 | ORANGES, FRESH, FANCY, 72-88 CT, | 5 | BG | 3 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 54 | 18B13 | PAPAYAS FRESH 3-4 CT 5 LB CS | 5 | CS | 135 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 55 | 18B12 | PAPAYAS FRESH 8-10 CT 25 LB CS | 25 | CS | 205 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 56 | 18K13 | PAPAYAS CHL DICED 5 LB CS | 5 | CS | 5 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 57 | 17D04 | PEPPER SWT BELL GRN MED 1/5 LB BG | 5 | BG | 155 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 58 | 15P35 | PEPPER SWT GRN BELL LG 25LBCS | 25 | CS | 30 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 59 | 15D65 | PEPPERS GRN CHL SWT SL 5 LB CS | 5 | CS | 10 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 60 | 15A85 | PEPPERS SWT CHL GRN DICE 5 LB BG | 5 | CS | 40 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 61 | 15Q30 | PINEAPPLE CHL CHUNKS 5 LB BG | 5 | BG | 65 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 62 | 15M79 | POTATO BAKING RUSSET 90 CT 1/50 LB CS | 50 | CS | 40 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 63 | 16D45 | POTATO BAKING RUSSET US#1 1/5 LB BG | 5 | BG | 125 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 64 | 14M36 | POTATO SWT FR 25 LB CS | 25 | CS | 15 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 65 | 18A72 | SALAD MIX IBERG/ROM/CAR/CAB 5 LB CS | 5 | CS | 230 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 66 | 18B15 | SPINACH FRESH READY-TO-USE 5 LB CS | 5 | CS | 1,500 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 67 | 18K09 | SQUASH ZUCCHINI CHL CHUNKS 25 LB CS | 25 | CS | 10 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 68 | 14M42 | SQUASH FRESH ZUCCHINI 5 CT 5 LB CS | 5 | CS | 170 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |

SPE302-18-R-S001 - Schedule of Items

| NoN-DoD USDA Schools | | | MAUI | | | | | | | | |
|---------------------------|-------|--|-----------------------------------|---------|---------------|-------------------------|-------------------|-----------------------|--------------------------|-----------------|-----------------|
| Option Period (18 Months) | | | Distribution Price Per Pound (LB) | | | | | \$0.00 | | | |
| Vendor: | | | | | | | | | | | |
| Gov't | Item | Government | PKG | UNIT OF | Est # Cases | CASE Delivered Price | CASE Distribution | Extended CASE | Extended CASE | CASE Price | Total Evaluated |
| Item # | Code | Item Description | SIZE (LB) | ISSUE | Per 18 Months | (DEP) Including Freight | Price (DIP) | Delivered Price (DEP) | Distribution Price (DIP) | (FFAVORS Input) | CASE Price |
| 69 | 15R29 | STRAWBERRY CLAMSHELL 8/1 LB CO | 8 | CO | 930 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 70 | 15Q22 | TOMATO 5X6 1/25 LB CS | 25 | CS | 430 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 71 | 15Q21 | TOMATO 6X6 1/25 LB CS | 25 | CS | 135 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 72 | 15U07 | TOMATO GRAPE 1/5 LB CS | 5 | CS | 580 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 73 | 18A16 | TOMATOES CHERRY FRESH 1 PINT 1 LB | 1 | LB | 10 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 74 | 18B17 | TOMATOES FRESH 5X6 5 LB CS | 5 | CS | 330 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 75 | 18B16 | TOMATOES FRESH 6X6 5 LB CS | 5 | CS | 125 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 76 | 16V34 | VEG MIX CHOP SUEY CHL 5 LB BG | 5 | BG | 210 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 77 | 16B57 | WATERCRESS LOOSE US#1/HAWAII #1 5 LB BG | 5 | BG | 40 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 78 | 18K08 | WATERMELON CHL CHUNKS 25 LB CS | 25 | CS | 1 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| 79 | 15W86 | WATERMELON SDLS 1/35 LB CS 2/18LB AVG EA | 35 | CS | 120 | \$0.00 | \$0.00 | \$ - | \$ - | \$ - | \$ - |
| | | Total Cases | | | 26,999 | TOTAL EVALUATION | | \$ - | \$ - | | \$ - |

REQUEST FOR NEW PRODUCE ITEMS

Items marked with an asterisk are required

*Requested by: (Activity Name): _____

*Contract # _____

*CONUS (USA Stateside) or OCONUS (overseas) Request _____

*Troop Support (STORES) ____ or School Lunch/Tribe (USDA FFAVORS)? ____

DLA Stock # LSN (if available): _____

Vendor Part/Item # _____

*Complete Item Description: _____

*Form (whole, chopped, sliced, diced, etc.) _____

*Does this item require refrigeration? _____

*USDA Grade (If none state none): _____

Manufacture/Brand Name (if available): _____

Cost: Per Case: \$ Dist. Fee ____ Total Cost ____ Per Package

*Vendor's Unit of Measure (most important as **this is how the vendor prices the item for sale** (i.e. cs, co, pg, lb) _____

DLA Unit of Issue (How many individual units are contained within the Vendor Unit of Measure, (usually determined by cataloger). _____

Package Size: _____

*Case Weight: _____ Count Per Case (If Used) _____

Pack: Bulk ____ Individually Wrapped Portions _____

Item: Fresh _____ Chilled/Processed _____ Other _____

Estimated Monthly Usage: ____ Cases per month

Comments: Note: Provide a copy of this request to your DLA Catalog Account Manager to expedite stockage of the items desired.

| | Customer Code | School Name | Delivery Days | Delivery Times |
|----|----------------------|-----------------------------|----------------------|-----------------------|
| 1 | YHI082 | BALDWIN HIGH SCHOOL | M-F | 6am-3pm |
| 2 | YHI083 | HAIKU SCHOOL | M-F | 6am-3pm |
| 3 | YHI084 | HANA HIGH & ELEMENTARY | M-F | 6am-3pm |
| 4 | YHI085 | IAO SCHOOL | M-F | 6am-3pm |
| 5 | YHI086 | KAHULUI SCHOOL | M-F | 6am-3pm |
| 6 | YHI087 | KAMEHAMEHA III SCHOOL | M-F | 6am-3pm |
| 7 | YHI088 | KIHEI ELEMENTARY SCHOOL | M-F | 6am-3pm |
| 8 | YHI089 | KULA SCHOOL | M-F | 6am-3pm |
| 9 | YHI090 | LAHAINALUNA HIGH SCHOOL | M-F | 6am-3pm |
| 10 | YHI091 | LIHIKAI SCHOOL | M-F | 6am-3pm |
| 11 | YHI092 | MAKAWAO SCHOOL | M-F | 6am-3pm |
| 12 | YHI093 | MAUI HIGH SCHOOL | M-F | 6am-3pm |
| 13 | YHI094 | KALAMA INTERMEDIATE SCHOOL | M-F | 6am-3pm |
| 14 | YHI096 | WAIHEE SCHOOL | M-F | 6am-3pm |
| 15 | YHI097 | WAILUKU ELEMENTARY | M-F | 6am-3pm |
| 16 | YHI098 | PUKALANI SCHOOL | M-F | 6am-3pm |
| 17 | YHI099 | MAUI WAENA INTERMEDIATE | M-F | 6am-3pm |
| 18 | YHI199 | KAMALII ELEMENTARY SCHOOL | M-F | 6am-3pm |
| 19 | YHI202 | KING KEKAULIKE HIGH | M-F | 6am-3pm |
| 20 | YHI213 | LAHAINA INTERMEDIATE SCHOOL | M-F | 6am-3pm |
| 21 | YHI233 | LOKELANI INTERMEDDIATE | M-F | 6am-3pm |
| 22 | YHI247 | POMAIKAI ELEMENTARY | M-F | 6am-3pm |

Vendor User Manual



**The entire FFAVORS manual is available as
an electronic file.**

FFAVORS Web

Fresh Fruits and Vegetables Order Receipt System

Table of Contents

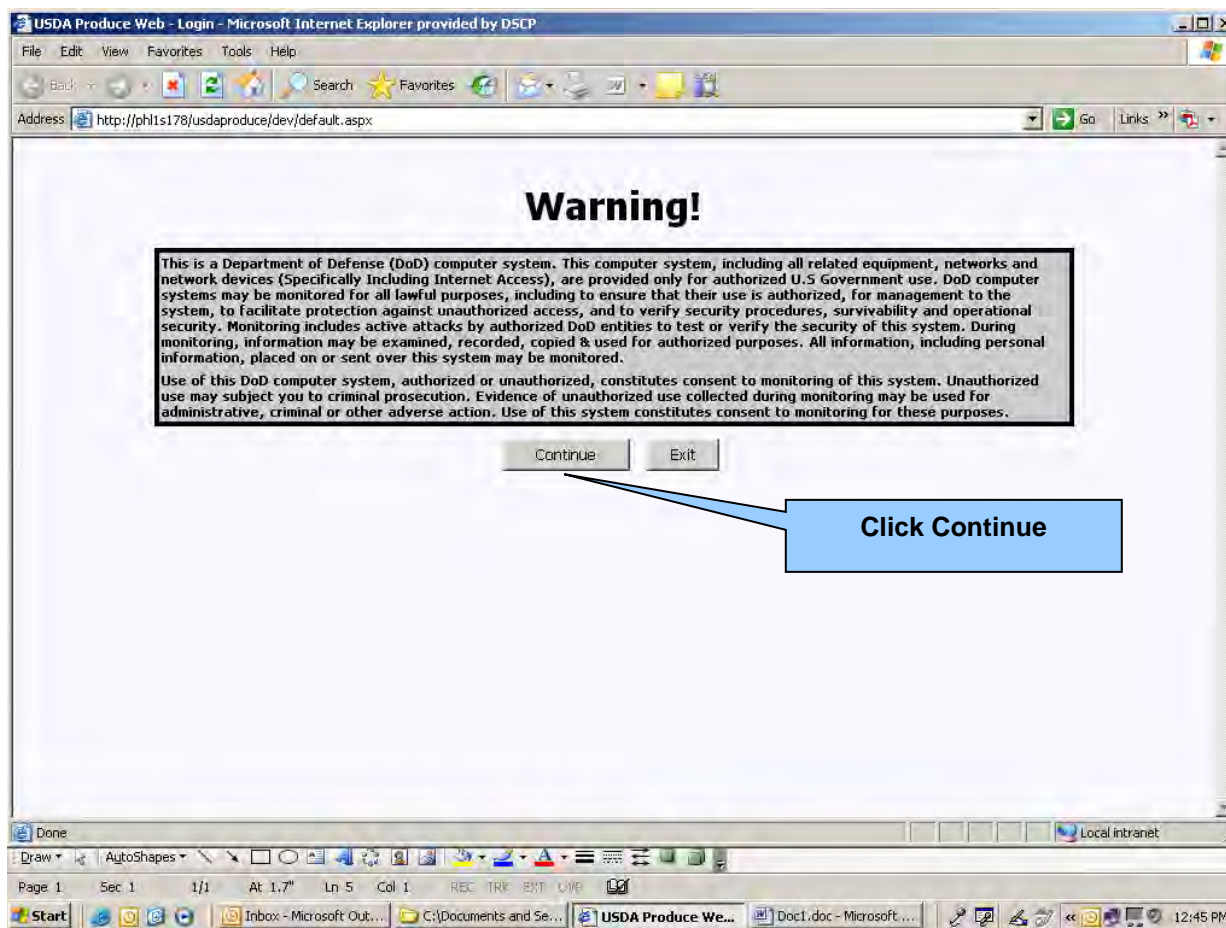
| | |
|--|----|
| MAINTAINING THE CATALOG..... | 7 |
| ADDING ITEMS TO A CATALOG/UPDATING COST PRICES:..... | 10 |
| DELETING ITEMS FROM THE 'PENDING CATALOG' | 14 |
| GET ORDERS | 15 |
| GET PREVIOUSLY DOWNLOADED ORDERS | 21 |
| VIEW ITEM/STOCK NUMBER..... | 24 |
| INVOICING | 27 |

Connecting to FFAVORS Web

1. Log in to the FFAVORS Web at:

<https://www.ffavorsweb.DLA Troop Support.dla.mil>

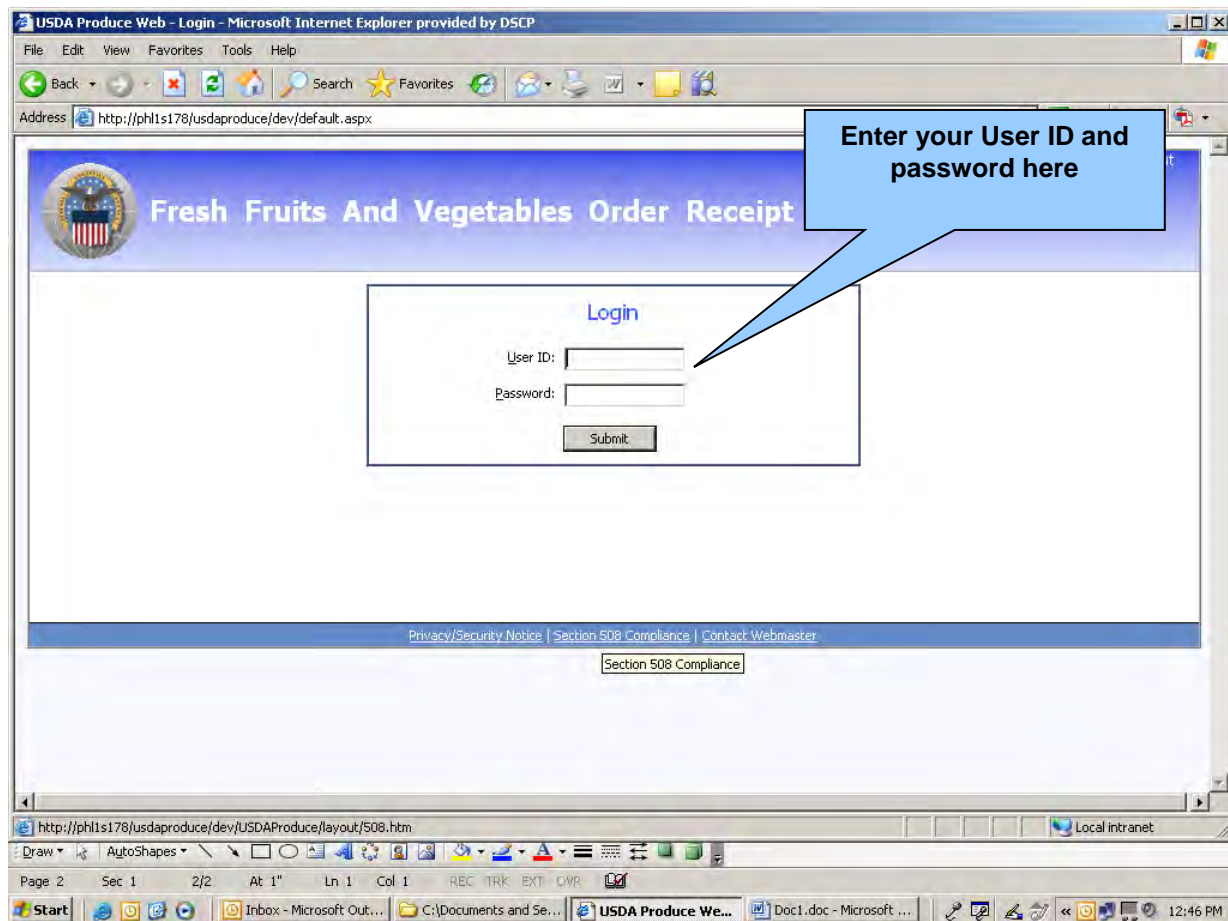
Warning screen stating the rules of authorized use of DoD systems will appear – click **Continue**



2. You will be prompted to put in your User ID and password. Enter your assigned User ID and password and click **Submit**. If a User ID and Password were not assigned to you, please contact your DLA Troop Support Account Specialist. You will be given a temporary password which you will have to change immediately upon entering the application **.

**Passwords must be changed every 60 days and be a minimum of 9 characters with a maximum of 15 characters, and contain at least 2 uppercase letters, 2 lowercase letters, 2 numeric characters and 2 special characters. Special characters include ~ ! @ # \$ % ^ & * () + = { } : ; < > , . ? / | \ ' .

CAUTION: If you are having trouble logging in, it may be because the CAPS lock is on. Ensure your CAPS lock is off and try logging in again. After two unsuccessful attempts to login, your account will be locked. You must wait and try again later or contact your DLA Troop Support Account Specialist to have your password reset.



3. First Time User Agreement and Registration screens:

The first time you log in, you will be prompted to read and accept the terms of FFAVORS Website User Agreement (Rules of Behavior). You will also be prompted to view a registration screen. After ensuring all the information on the registration screen is correct, you can click **Register** to continue. Both of these screens are shown below:

NOTE: You only have the ability to update the email address provided on the registration screen. If any other information on the screen needs to be updated, you should log out immediately and contact your DLA Troop Support Account Specialist for resolution.

Fresh Fruits And Vegetables Order Receipt System
WEBSITE USER AGREEMENT

TO ALL Fresh Fruits And Vegetables Order Receipt System WEBSITE USERS: PLEASE BE AWARE OF THE USER SECURITY RULES OF BEHAVIOR. BY VIRTUE OF YOUR USE OF Fresh Fruits And Vegetables Order Receipt System WEBSITE, YOU ARE IN AGREEMENT OF THESE RULES.

As a user of the Fresh Fruits And Vegetables Order Receipt System site, you agree to the following rules of behavior. The rules clearly delineate the responsibilities and expectations for all individuals with access to the Fresh Fruits And Vegetables Order Receipt System site. Failure to comply with these rules may result in the termination of access to Fresh Fruits And Vegetables Order Receipt System and/or other sanctions as appropriate.

The below rules are not intended to replace existing local or DoD policies regarding network usage or internet/intranet access.

As a user of Fresh Fruits And Vegetables Order Receipt System:

- I understand that I am responsible for the security of my login ID and my password.
- I understand that I may be held accountable for anything that occurs on Fresh Fruits And Vegetables Order Receipt System under my login ID and password.
- I understand that passwords will not be shared or displayed on my workstation or PC. I understand that if a password is written down, it will be protected with the same care as used to protect the personal identification number (PIN) for a credit card or bankcard.
- I understand that passwords will not be electronically stored. This includes the use of "hot keys" and macros that are intended to "shortcut" the authentication process.
- I understand that access is granted on need-to-know or least privilege basis. I will not attempt to circumvent established security configurations to gain more access.
- I understand that I will not modify my PC configuration settings to circumvent established security practices.
- I will not attempt to run "sniffer" or hacker-related tools on Fresh Fruits And Vegetables Order Receipt System.
- If I observe anything on the system while I am using Fresh Fruits And Vegetables Order Receipt System that indicates inadequate security, I will immediately notify the Fresh Fruits And Vegetables Order Receipt System system administrator and my local ISSO/ISSM or other authorized personnel.
- I understand that use of Fresh Fruits And Vegetables Order Receipt System constitutes consent to monitoring. Fresh Fruits And Vegetables Order Receipt System is monitored to ensure that use is authorized and that users follow security procedures. Monitoring is also performed to ensure system integrity.
- I will handle all sensitive information on an appropriate basis.
- I will comply with all security guidance issued by the Fresh Fruits And Vegetables Order Receipt System system administrator.

Your Fresh Fruits And Vegetables Order Receipt System registration is conditional upon your acceptance of the terms of this agreement.

Do you accept the terms?

Privacy/Security Notice | Section 508 Compliance | Contact Webmaster

Read these terms and, if in agreement, choose Yes to accept the terms

Subsistence Order Processing System - User Registration - Microsoft Internet Explorer provided by DSCP

File Edit View Favorites Tools Help

Back Forward Stop Search Favorites

Address http://ph1s178/usdaproduce/dev/RulesOfBehavior.aspx?_tz=71B2428294346E6768F521B674688F369556A8CB

Go Links

User Registration

Application User Data

User Id: 04XD91

Email Address: christine.lepczyk@dla.mil

First Name: Chris

Last Name: Lepczyk

Citizenship: United States

Designation Of Person: Civilian

Vendor Demograph

Cage Code: 04XD9

Vendor Name: H&S PRODUCE CO.

Address 1: 308 PETERSON DRIVE

Address 2:

City: ELIZABETHTOWN

State: Kentucky

Zip/Postal Code: 42701

Country Code: US

Click Register to continue if this screen is ok

| CAGE CODE | CONTRACT NUMBER | CONTRACT BEGIN DATE | CONTRACT END DATE |
|-----------|------------------|---------------------|-------------------|
| 04XD9 | SPM300-06-D-CC06 | Oct 01, 2005 | Sep 30, 2007 |

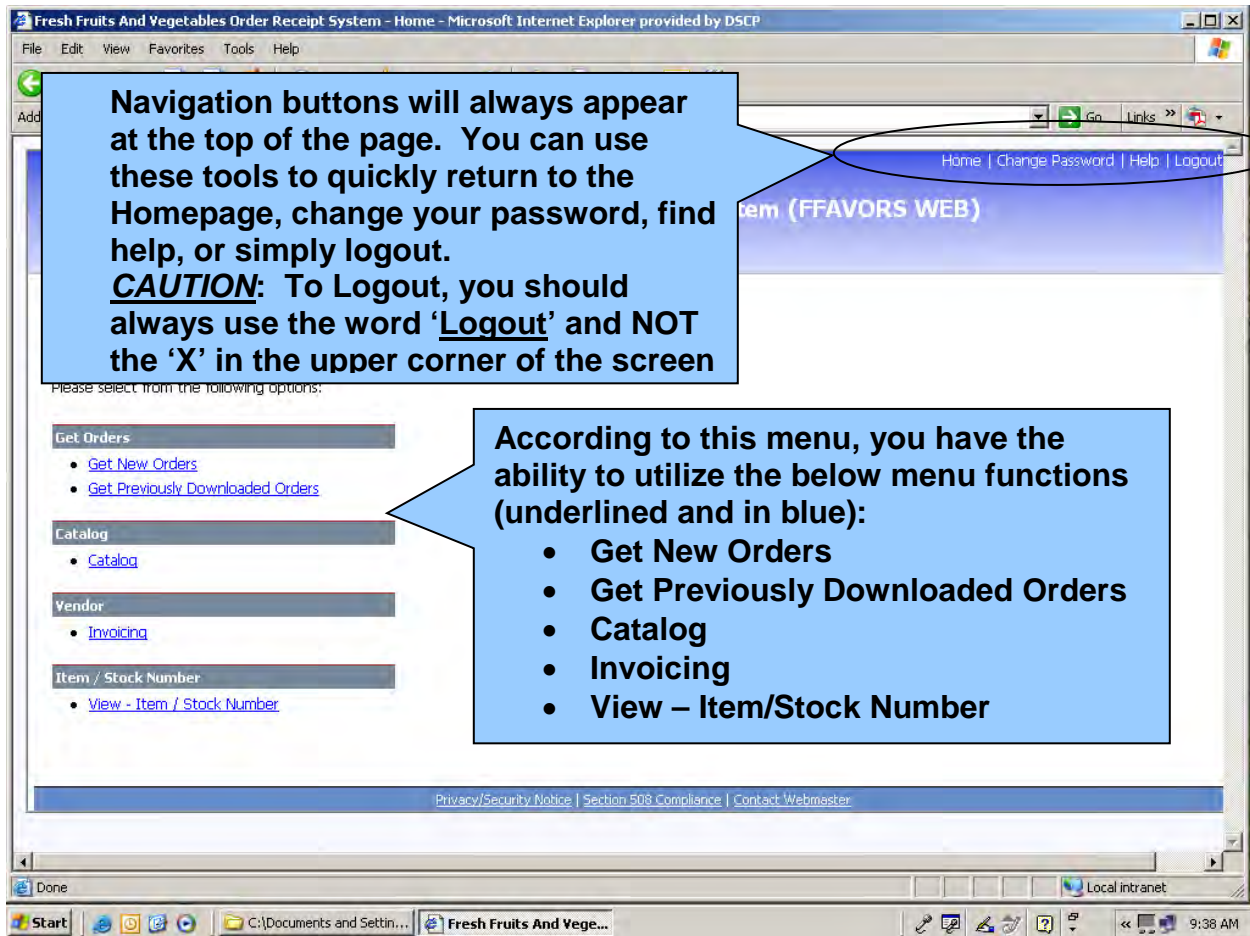
1

Register Exit

Done

Start | Inbox - Microsoft Outlook | VendorGuide.doc - Micro... | Subsistence Order Pr... | Local intranet | 3:09 PM

4. Vendor Home Page will look similar to this:

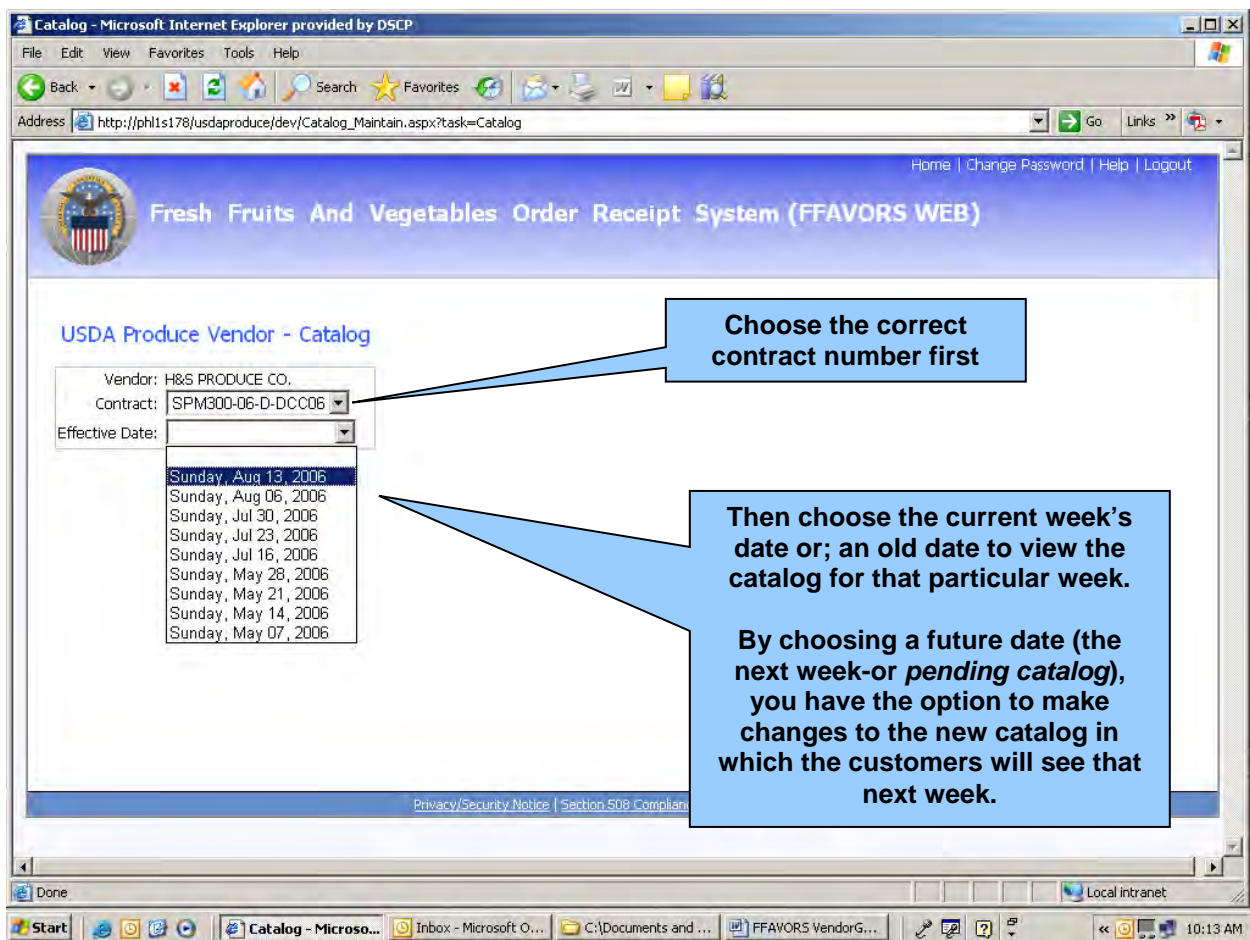


Maintaining the Catalog

This process will allow you to update catalog prices for the following week, add new items, or delete items. Effective dates for vendor catalogs will run from Sunday – Saturday. Price changes must **be submitted by the vendor by 12:30 p.m. EST on the Thursday before the** new catalog is to go into effect. New catalogs will be made available to USDA customers Sunday morning (the day new prices are effective).

Creating/Updating a catalog

After choosing **Catalog** from the main homepage, you will see the following screen:



Example of a **CURRENT** week's catalog (no changes can be made to the current week's catalog):

The screenshot shows the 'USDA Produce Vendor Catalog' web application. The browser title is 'Catalog - Microsoft Internet Explorer provided by DSCP'. The address bar shows 'http://ph11s178/usdaproduce/dev/Catalog_Maintain.aspx?task=Catalog'. The page header includes 'Home | Change Password | Help | Logout' and 'Fresh Fruits And Vegetables Order Request System (FFAVORS WEB)'. The main heading is 'USDA Produce Vendor Catalog'. Below this is a search area with a dropdown for 'CO.' (set to 'D-DCC06'), a date dropdown (set to '06, 2006'), and a 'CURRENT CATALOG' label. There are also search filters for 'Select Field' and 'LIKE' with 'Search', 'Add Clause', and 'Remove Clause' buttons. A table of items is displayed with columns: ITEM CD, ITEM NUMBER, DESCRIPTION, UNIT OF ISSUE, UNITS PER CASE, COST PRICE, SOURCE OF SUPPLY, PREV WEEK COST PRICE, BASELINE COST PRICE, and STATUS. The table lists various produce items like apples, pineapples, melons, and berries. At the bottom of the table, it says 'Catalog items=23 | New=4 | Changed=2 | Unchanged=17'. Three callouts provide additional information: one points to the page numbers '1 2 3' and says 'Click the page numbers to go to the next page of items'; another points to the 'CURRENT CATALOG' label and says 'Notifies you that this is the current week's catalog'; and a third points to the status column and says 'Shows the status of each item – descriptions of the status codes are on the bottom of the page'.

| ITEM CD | ITEM NUMBER | DESCRIPTION | UNIT OF ISSUE | UNITS PER CASE | COST PRICE | SOURCE OF SUPPLY | PREV WEEK COST PRICE | BASELINE COST PRICE | STATUS |
|---------|---------------|---------------------------------------|---------------|----------------|------------|------------------|----------------------|---------------------|--------|
| 1401 | 891501E050200 | APPLE CHL SLICE 7 LB BG 6/CS | LB | 6 | \$ 5.33 | CONUS | \$ 5.33 | \$ 5.00 | ● |
| 1414 | 891501E050202 | APPLE SLICE 2 OZ BG 200/CS | LB | 200 | \$ | | | \$ 3.34 | ◆ |
| 1417 | 891501E050419 | PINEAPPLE 4 LB EA | LB | 1 | \$ | | | \$ 3.33 | ● |
| 1420 | 891501E050191 | W-MELON US#1 700 LB AVG CS | LB | 1 | \$ | | | \$ 5.13 | ◆ |
| 1421 | 891501E050192 | W-MELON SEEDLS US#1 700 LB AVG CS | LB | 1 | \$ | | | \$ 12.00 | ◆ |
| 1440 | 891501E050522 | APPLE&CARAMELDIP CHL 2 OZ CO 25 LB CS | LB | 1 | \$ | | | \$ 3.45 | ◆ |
| 1441 | 891501E050175 | KIWIFRUIT US#1 30-38/CS | CO | 1 | \$ | | | \$ 0.05 | ★ |
| 1442 | 891501E050146 | BLKBERRIES 12-1/2 PT PG/ 6 LB CO | CO | 12 | \$ 2.75 | CONUS | \$ 2.75 | \$ 2.99 | ◆ |
| 1443 | 891501E050147 | BLUBERRIES 12 1 PT PG/6 LB CO | CO | 12 | \$ 4.20 | OCONUS | \$ 4.20 | \$ 4.23 | ◆ |
| 1444 | 891501E050149 | WATERMELON SEEDLESS BOX | BX | 60 | \$ 14.88 | CONUS | \$ 14.88 | \$ 14.90 | ◆ |

1 2 3

Catalog items=23 | New=4 | Changed=2 | Unchanged=17

Example of **PENDING** catalog (If you choose the date for the upcoming week). You have the ability to add and delete an item or change an item's price.

USDA Produce Vendor - Catalog

Vendor: H&S PRODUCE CO.
Contract: SPM300-06-D-CC06
Effective Date: Sunday, Aug 13, 2006

PENDING CATALOG

Notice Date change and the words "Pending Catalog"

You have the ability to delete items, add "New Items" or change the cost of items to the new 'pending catalog'.

| ITEM | UNIT OF ISSUE | UNITS PER CASE | COST PRICE | SOURCE OF SUPPLY | PREV WEEK COST PRICE | BASELINE COST PRICE | STATUS |
|--|---------------|----------------|------------|------------------|----------------------|---------------------|--------|
| 7 LB BG 6/CS | LB | 6 | \$ 50.00 | CONUS | \$ 5.33 | \$ 5.00 | ● |
| 2 OZ BG 200/CS | LB | 200 | \$ 8.00 | CONUS | \$ 4.99 | \$ 4.99 | ● |
| LB EA | LB | 1 | \$ 3.00 | CONUS | \$ 3.00 | \$ 3.00 | ◆ |
| #1 700 LB AVG CS | LB | 1 | \$ 5.00 | CONUS | \$ 5.00 | \$ 5.00 | ◆ |
| EDLS US#1 700 LB AVG CS | LB | 1 | \$ 12.23 | CONUS | \$ 12.23 | \$ 12.23 | ◆ |
| MELDIP CHL 2 OZ CO 25 LB | LB | 1 | \$ 3.75 | CONUS | \$ 3.75 | \$ 3.75 | ● |
| 14A03 891501E050175 KIWIFRUIT US#1 30-38/CS | CO | 1 | \$ 0.05 | CONUS | \$ 0.05 | \$ 0.05 | ◆ |
| 14B43 891501E050146 BLKBERRIES 12-1/2 PT PG/ 6 LB CO | CO | 12 | \$ 2.00 | CONUS | \$ 2.75 | \$ 2.99 | ● |
| 14B44 891501E050147 BLUBERRIES 12 1 PT PG/6 LB CO | CO | 12 | \$ 4.20 | CONUS | \$ 4.20 | \$ 4.23 | ◆ |
| 14B45 891501E050149 WATERMELON SEEDLESS BOX | BX | 60 | \$ 14.88 | CONUS | \$ 14.88 | \$ 14.90 | ◆ |

Status now "Changed" because all prices were updated by the user

1 2 3 Catalog items=24 | ★ New=1 | ● Changed=6 | ◆ Unchanged=17

Save New Items Show All Print

Adding Items to a Catalog/Updating Cost Prices:

Reminder: Items can only be added to your catalog after negotiation with your designated DLA Troop Support Contracting Officer .

1. Choose **Catalog** from the Homepage.
2. Choose the date for the upcoming 'pending catalog'. Catalog will reflect all the items and prices from the *current week*. You *must* make price changes for the upcoming week. If you do not make any changes or do not create a pending catalog, than the prices in effect for the current week will continue to be in effect next week.
3. To add items to the catalog, click on the button, **New Items**.

3. Once in the 'pending catalog', click "New Items" to add items to the catalog

Effective Date: Sunday, **PENDING CATALOG**

| DELETE? | ITEM CD | STOCK NUMBER | DESCRIPTION | UNIT OF ISSUE | UNITS PER CASE | COST PRICE | SOURCE OF SUPPLY | PREV WEEK COST PRICE | BASELINE COST PRICE | STATUS |
|--------------------------|---------|---------------|----------------------------------|---------------|----------------|------------|------------------|----------------------|---------------------|--------|
| <input type="checkbox"/> | 14012 | 891501E050200 | APPLE CHL SLICE | LB | 6 | \$ 50.00 | CONUS | \$ 5.33 | \$ 5.00 | ● |
| <input type="checkbox"/> | 14144 | 891501E050202 | APPLE SLICE 2 OZ BG | LB | 200 | \$ 8.00 | CONUS | \$ 4.99 | \$ 4.34 | ● |
| <input type="checkbox"/> | 14179 | 891501E050419 | PINEAPPLE 4 LB EA | LB | 1 | \$ 3.00 | CONUS | \$ 3.00 | \$ 3.33 | ◆ |
| <input type="checkbox"/> | 14204 | 891501E050191 | W-MELON US#1 700 LB AV | LB | 1 | \$ 5.00 | CONUS | \$ 5.00 | \$ 5.13 | ◆ |
| <input type="checkbox"/> | 14210 | 891501E050192 | W-MELON SEEDLS US#1 700 LB | LB | 1 | \$ 12.23 | CONUS | \$ 12.23 | \$ 12.00 | ◆ |
| <input type="checkbox"/> | 14A01 | 891501E050522 | APPLE&CARAMELDIP CHL 2 OZ CS | LB | 1 | \$ 3.75 | CONUS | \$ 3.50 | \$ 3.45 | ● |
| <input type="checkbox"/> | 14A03 | 891501E050175 | KIWI/FRUIT US#1 30-38/CS | CO | 1 | \$ 0.05 | CONUS | \$ 0.05 | \$ 0.05 | ◆ |
| <input type="checkbox"/> | 14B43 | 891501E050146 | BLKBERRIES 12-1/2 PT PG/ 6 LB CO | CO | 12 | \$ 2.00 | CONUS | \$ 2.75 | \$ 2.99 | ● |
| <input type="checkbox"/> | 14B44 | 891501E050147 | BLUBERRIES 12 1 PT PG/6 LB CO | CO | 12 | \$ 4.20 | CONUS | \$ 4.20 | \$ 4.23 | ◆ |
| <input type="checkbox"/> | 14B45 | 891501E050149 | WATERMELON SEEDLESS BOX | EA | 60 | \$ 14.88 | CONUS | \$ 14.88 | \$ 14.90 | ◆ |

Catalog items=24 | New=1 | Changed=6 | Unchanged=17

Save New Items Show All Print

4. Check the boxes under 'Select' for the items that you wish to add. NOTE: To page through the catalog, you can click on the page numbers in the bottom corner of the screen.
5. When you are finished selecting the items, click **Insert to Catalog** to add these items.
6. Click **Return to Catalog** to return to the *pending catalog*.

USDA Produce Vendor - New Items

PRODUCE CO.
SPM300-06-D-DCC06
Sunday, Aug 13, 2006 **PENDING CATALOG**

-- Select Field -- LIKE

Search Add Clause Remove Clause

| SELECT? | ITEM | STOCK NUMBER | DESCRIPTION | UNIT OF ISSUE | UNITS PER CASE | UNIT OF WEIGHT | SOURCE OF SUPPLY | GROUP CD |
|-------------------------------------|-------|---------------|---------------------------|---------------|----------------|----------------|------------------|----------|
| <input type="checkbox"/> | 11 | 111111E051111 | test test test | LB | 10000 | 1 | OCONUS | X |
| <input type="checkbox"/> | 14028 | 891501E050201 | APPLE SLICE 3 LB BG 10/CS | LB | 10 | 30 | OCONUS | V |
| <input checked="" type="checkbox"/> | 14178 | 891501E050418 | PINEAPPLE CT 40 LB CO | LB | 5 | 40 | CONUS | F |
| <input checked="" type="checkbox"/> | 14A02 | 891501E050184 | ORANGES 113 CT 35 LB CS | LB | 1 | 35 | CONUS | F |
| <input type="checkbox"/> | 14A07 | 891501E050185 | | | | 40 | OCONUS | F |
| <input type="checkbox"/> | 14A08 | 891501E050501 | | | | 1 | CONUS | F |
| <input type="checkbox"/> | 14A09 | 891501E050502 | BANANA 1-B PUE | LB | 1 | 1 | OCONUS | F |
| <input type="checkbox"/> | 14A13 | 891501E050503 | BANANA 1-C PUE | LB | 1 | 1 | OCONUS | F |
| <input type="checkbox"/> | 14A14 | 891501E050491 | APPLES R/D 163 CT | LB | 163 | 40 | CONUS | F |
| <input type="checkbox"/> | 14A15 | 891501E050492 | APPLES G/D 163 CT 40 | LB | 163 | 40 | CONUS | F |

1 2 3 4 5 6 7 8 9 10 ... Items=963

Insert to Catalog Show All Return to Catalog

6. Return to Catalog after you have added the items you want to add

7. When you have been returned to the catalog, you must insert the cost price for the new items that were just added. You can find these newly added items by either looking for the STAR ★ (new item status), the Item Code of the new item, or by looking for the items with a cost price of 0.00. Items will be in Item Code order.

IMPORTANT: Make sure the Source of Supply is correct for each item (see **NOTE** on the bottom of this page).

8. After checking to ensure a price is filled in for each of the new items, click **Save** to complete the process of entering these prices into the system. It is o.k. to leave an item with a \$0.00 cost price if the cost is not readily available, however, any items left with a 0.00 cost price will prompt a warning message alerting you. If the price is not entered before the catalog cutoff time, the item will be dropped from the catalog for the next week.

USDA Produce Vendor - Catalog

Vendor: H&S PRODUCE CO.
Contract: SPM300-06-D-DCC06
Effective Date: Sunday, Aug 13, 2006 **PENDING CATALOG**

-- Select Field --
Search Add Clause Remove Clause

| DEL | ITEM CODE | DESCRIPTION | UNITS PER CASE | COST PRICE | SOURCE OF SUPPLY | PREV WEEK COST PRICE | STATUS |
|--------------------------|-----------|---|----------------|------------|------------------|----------------------|--------|
| <input type="checkbox"/> | 14144 | 891501E050202 APPLE SLICE 2 OZ BG 200/CS | 6 | \$ 50.00 | CONUS | \$ 5.33 | ● |
| <input type="checkbox"/> | 14178 | 891501E050418 PINEAPPLE CT 40 LB CO | 5 | \$ 0.00 | CONUS | \$ 0.00 | ★ |
| <input type="checkbox"/> | 14179 | 891501E050419 PINEAPPLE 4 LB EA | 1 | \$ 3.00 | CONUS | \$ 3.33 | ◆ |
| <input type="checkbox"/> | 14204 | 891501E050191 W-MELON US#1 700 LB AVG CS | 1 | \$ 5.00 | CONUS | \$ 5.13 | ◆ |
| <input type="checkbox"/> | 14210 | 891501E050192 W-MELON SEEDLS US#1 700 LB AVG CS | 1 | \$ 12.23 | CONUS | \$ 12.00 | ◆ |
| <input type="checkbox"/> | 14A02 | 891501E050187 GRAPES 115 CT | 1 | \$ 3.75 | CONUS | \$ 3.45 | ● |
| <input type="checkbox"/> | 14A03 | 891501E050175 KIWI/FRUIT US#1 3 | 1 | \$ 0.00 | CONUS | \$ 0.00 | ★ |
| <input type="checkbox"/> | 14A03 | 891501E050175 KIWI/FRUIT US#1 3 | 1 | \$ 0.05 | CONUS | \$ 0.05 | ◆ |
| <input type="checkbox"/> | 14B43 | 891501E050146 BLKBERRIES 12-1/2 | 12 | \$ 2.00 | CONUS | \$ 2.99 | ● |

1 2 3 Catalog items=26 | ★ New=6 | ◆ Unchanged=17

Save New Items Show All Print

NOTE: It is very important to mark any items that are procured outside the continental United States as "OCONUS". Use the drop down arrow in the "Source of Supply" column to choose the correct source of supply for each item.

Once you've clicked save, notice the price is now filled in the Cost Price column, you will see a message that the save was successful, and because this is the first time these items have been entered into this particular catalog, the baseline cost price field has also been updated for these particular items that were added. **

**NOTE: Baseline cost price will update with the price the user put in for the first time. If you delete an item from the catalog and later re-add it, the baseline cost will be the initial negotiated price in which the item was added the first time it became part of the catalog.

Message to show the save was successful

Save successful.

USDA Produce Vendor - Catalog

Vendor: H&S PRODUCE CO.
Contract: SPM300-06-D-DCO
Effective Date: Sunday, Aug 13, 2006

Cost price reflects what you have just added

Baseline Cost Price reflects the cost price you just entered because this is the first time this item has been added to the catalog

| DELETE? | ITEM ID | STOCK NUMBER | DESCRIPTION | UNIT OF ISSUE | UNITS PER CASE | PRICE | SOURCE OF SUPPLY | PREV WEEK COST PRICE | BASILINE COST PRICE | STATUS |
|--------------------------|---------|---------------|---------------------------------------|---------------|----------------|----------|------------------|----------------------|---------------------|--------|
| <input type="checkbox"/> | 14012 | 891501E050200 | APPLE CHL SLICE 7 LB BG 6/CS | LB | 6 | \$ 50.00 | CONUS | \$ 5.33 | \$ 5.00 | |
| <input type="checkbox"/> | 14144 | 891501E050202 | APPLE SLICE 2 OZ BG 200/CS | LB | 200 | \$ 8.00 | CONUS | \$ 4.99 | \$ 4.34 | |
| <input type="checkbox"/> | 14178 | 891501E050418 | PINEAPPLE CT 40 LB CO | LB | 5 | \$ 3.00 | CONUS | \$ 0.00 | \$ 3.00 | |
| <input type="checkbox"/> | 14179 | 891501E050419 | PINEAPPLE 4 LB EA | LB | 1 | \$ 3.00 | CONUS | \$ 3.00 | \$ 3.33 | |
| <input type="checkbox"/> | 14204 | 891501E050191 | W-MELON US#1 700 LB AVG CS | LB | 1 | \$ 5.00 | CONUS | \$ 5.00 | \$ 5.13 | |
| <input type="checkbox"/> | 14210 | 891501E050192 | W-MELON SEEDLS US#1 700 LB AVG CS | LB | 1 | \$ 12.00 | CONUS | \$ 12.00 | \$ 12.00 | |
| <input type="checkbox"/> | 14A01 | 891501E050522 | APPLE&CARAMELDIP CHL 2 OZ CO 25 LB CS | LB | 1 | \$ 3.45 | CONUS | \$ 3.45 | \$ 3.45 | |
| <input type="checkbox"/> | 14A02 | 891501E050184 | ORANGES 113 CT 35 LB CS | LB | 1 | \$ 4.00 | CONUS | \$ 4.00 | \$ 4.00 | |
| <input type="checkbox"/> | 14A03 | 891501E050175 | KIWI FRUIT US#1 30-38/CS | CO | 1 | \$ 0.05 | CONUS | \$ 0.05 | \$ 0.05 | |
| <input type="checkbox"/> | 14B43 | 891501E050146 | BLKBERRIES 12-1/2 PT PG/ 6 LB CO | CO | 12 | \$ 2.99 | CONUS | \$ 2.99 | \$ 2.99 | |

1 2 3

Save New Items Show All Print

Local intranet

Start Catalog - Microso... Inbox - Microsoft O... C:\Documents and ... FFAVORS VendorG... 10:36 AM

Deleting items from the ‘pending catalog’

To delete an item from the catalog, you must first be in the pending catalog (you can only make changes to the pending catalog).

1. You should place a check in the Delete column for the items to be deleted. The cost price and source of supply will immediately gray out for those items. If you want to delete all the items for the entire catalog, the box directly under the delete should be checked.

CAUTION: If this box is checked, once the Save is selected, all items will be deleted.

2. Click **Save** to accept the changes.

3. A message will appear at the top of the screen stating the save was successful and you will notice the item(s) are now missing from the “pending catalog”

USDA Produce Vendor - Catalog

CO. D-DCC06 Effective Date: Sunday, Aug 13, 2006 **PENDING CATALOG**

Search: -- Select Field -- LIKE Add Clause Remove Clause

| DELETE? | ITEM CD | STOCK NUMBER | DESCRIPTION | UNIT | QUANTITY | COST PRICE | SOURCE OF SUPPLY | PRICE | STATUS |
|-------------------------------------|---------|---------------|----------------------------|------|----------|------------|------------------|-------|----------------|
| <input type="checkbox"/> | 14012 | 891501E05 | | | | \$ 50.00 | CONUS | \$ | |
| <input type="checkbox"/> | 14144 | 891501E05020 | 2 OZ BG 200/CS | LB | 200 | \$ 8.00 | CONUS | \$ | |
| <input type="checkbox"/> | 14178 | 891501E05040 | PINEAPPLE CT 40 LB CO | LB | 5 | \$ 3.00 | CONUS | \$ | |
| <input type="checkbox"/> | 14178 | 891501E050419 | PINEAPPLE 4 LB EA | LB | 1 | \$ 3.00 | CONUS | \$ | |
| <input checked="" type="checkbox"/> | 14204 | 891501E05 | | | | \$ 5.00 | CONUS | \$ | 5.00 \$ 5.13 |
| <input type="checkbox"/> | 14210 | 891501E05 | | | | \$ 12.23 | CONUS | \$ | 12.23 \$ 12.00 |
| <input type="checkbox"/> | 14A01 | 891501E05 | | | | \$ 3.75 | CONUS | \$ | 3.50 \$ 3.45 |
| <input type="checkbox"/> | 14A02 | 891501E05 | | | | \$ 4.00 | CONUS | \$ | 0.00 \$ 4.00 |
| <input type="checkbox"/> | 14A03 | 891501E050175 | KIWI/FRUIT US#1 30-38/CS | CO | 1 | \$ 0.05 | CONUS | \$ | 0.05 \$ 0.05 |
| <input type="checkbox"/> | 14B43 | 891501E050146 | BLKBERRIES 12-1/2 PT PG/ 6 | CO | 12 | \$ 2.00 | CONUS | \$ | 2.75 \$ 2.99 |

Catalog items=26 | New=3 | Changed=6 | Unchanged=17

Save New Items Show All Print

Privacy/Security Notice | Section 508 Compliance | Contact Webmaster

Done Local intranet 10:42 AM

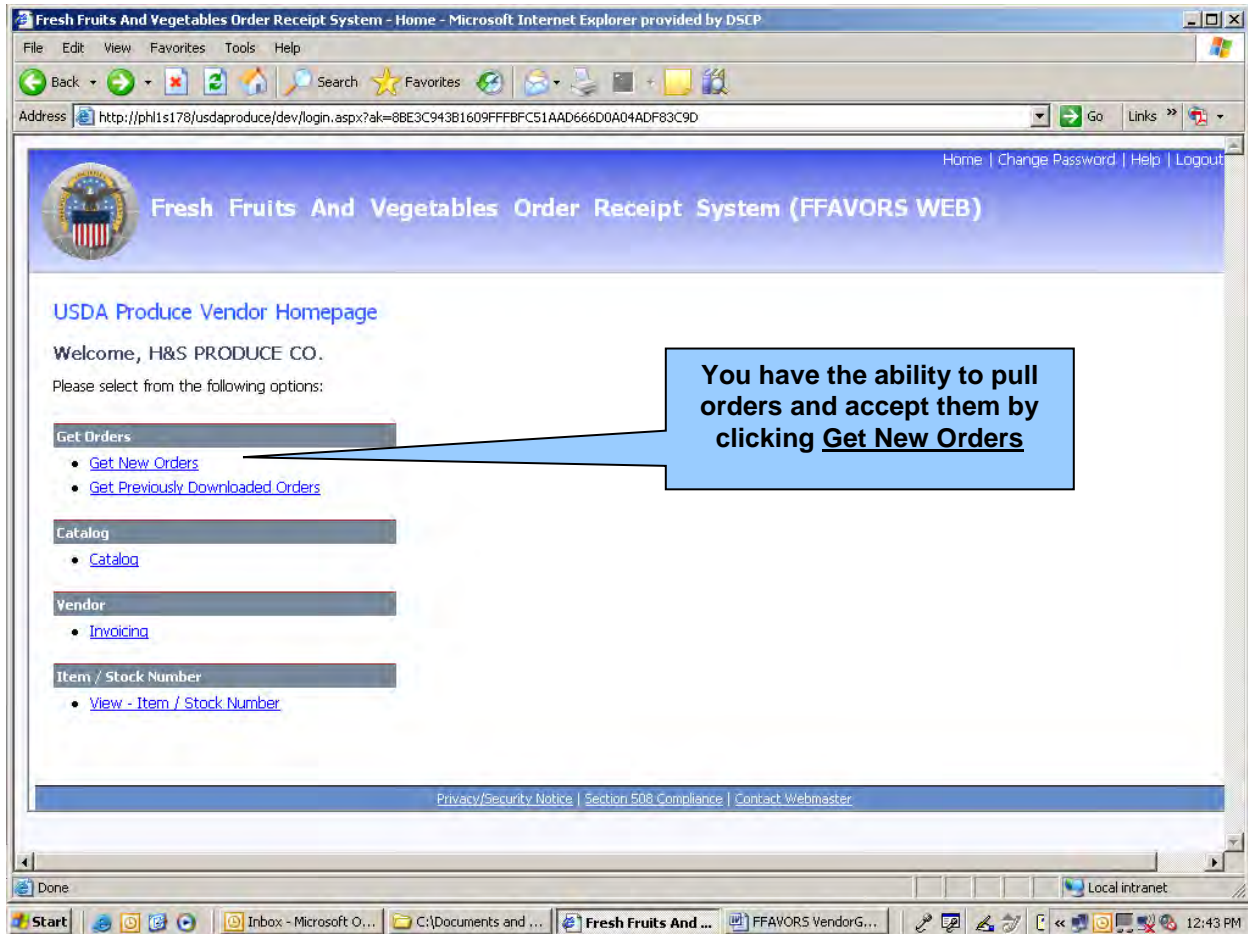
Callouts:

- This box should only be checked if the user wants to delete “ALL” items from the catalog
- 1. Place a check in the box under delete for the items to be deleted
- 2. Click Save to put the changes in effect for the following week
- Cost price and source of supply for those checked items will immediately gray out even before hitting save

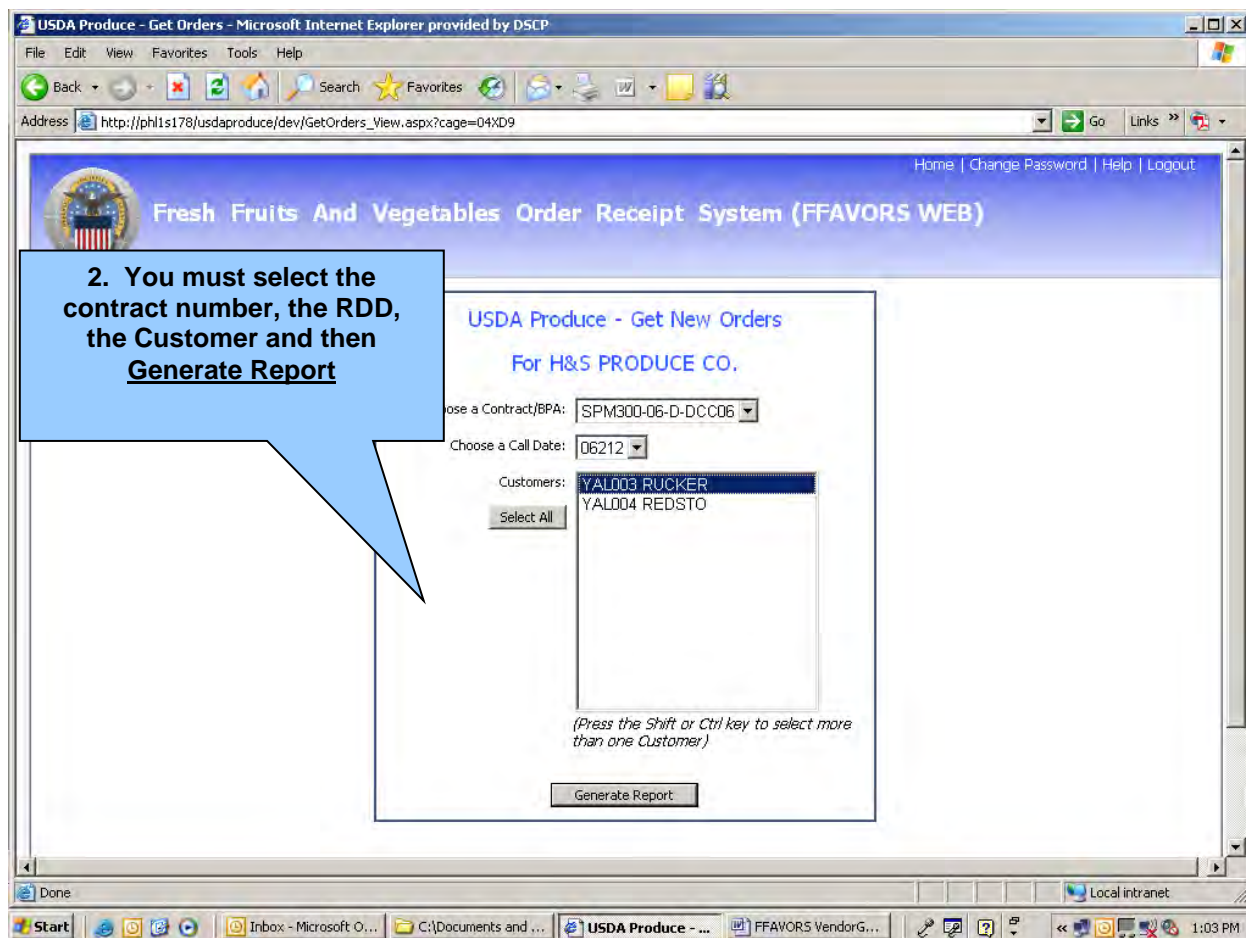
Get Orders

Vendors must sign-on to the system daily to retrieve customer orders. Orders will be available 72 hours before the required delivery date (RDD). You will be notified of any orders you have not retrieved within 48 hours of the RDD. Orders can be viewed, accepted, and printed by the RDD date and customer/group of customers.

1. From the main menu:



2. After choosing a contract number, RDD, and the customer orders, you will have the ability to view a report showing the particular orders for that customer. You will now be able to accept the order as well as print a copy of it and export it.



3. You have the ability to view each of the orders and accept them. Vendor Order Report (spreadsheet) will be generated on the screen that summarizes the customer order. Once you accept the order, you will see the options to print the report (or export to a file in text or excel format for export to their PC). You must scroll down to see and click on the “ACCEPT ORDER(S)” button.

USDA Produce - Get Orders - Microsoft Internet Explorer provided by DSCP

Address: http://ph11s178/usdaproduce/dev/GetOrders_Report.aspx

Home | Change Password | Help | Logout

Fresh Fruits And Vegetables Order Receipt System (FFAVORS WEB)

USDA Produce / Get New Orders / Vendor Final Buy Report (Customers)

Main Report

Vendor Name: H&S PRODUCE CO.
Contract No. SPM300-06-D-CC06

Date/Time: August 1, 2006 1:03 pm

RDD: July 31, 2006
Order Date: July 24, 2006

FT. RUCKER
COMMISSARY OFFICER
BLDG-9213
FT. RUCKER, AL 23844

| Option | Qty/ Cases | U/C | U/I | Lbs | Case Price | Total Price | Serial Number |
|---------------------------------|----------------|----------------|-----|------------------------|---------------|--------------------------|------------------|
| SLICE 2 OZ BG 200/CS | 1 | 200 | LB | 5,000 | 4.34 | 4.34 | 0001 |
| CARAMELDIP CHL 2 OZ QO 25 LB CS | 1 | | LB | 50 | 3.45 | 6.90 | 0001 |
| RRIES 12-1/2 PT PG/6 LB CO | 12 | | LB | 144 | 2.99 | 5.98 | 0001 |
| RRIES 12 1 PT PG/6 LB CO | 4 | 12 | LB | 288 | 4.23 | 16.92 | 0001 |
| Total Station: | Lines 4 | Cases 9 | | Gross Lbs 5,756 | | Total Price 34.14 | |

Done

Start | Inbox - Microsoft

Local intranet

1:04 PM

User cannot print a copy of the order until the order is accepted – Once accepted, this part of the menu option will change to allow printing and/or exporting of the order into another format (example: Excel spreadsheet).

In order to accept this order, you must scroll down using the scroll bar to view the 'accept order' button. The button will appear at the bottom of the order.

4. You must confirm acceptance of the order by clicking “OK”.

Vendor Final Buy Report

Vendor Name: H&S PRODUCE CO.
Contract No.: SPM300-06-D-CC06
Date/Time: August 1, 2006 1:03 pm
DoDAAC: YAL003
Station: FT. RUCKER
COMMISSARY OFFICER
BLDG-9213
FT. RUCKER, AL 23844
RDD: July 31, 2006
Order Date: July 24, 2006

| Item Code | Description | Lbs | Case Price | Total Price | Serial Number |
|-----------|---------------------------|-------|------------|-------------|---------------|
| 14144 | APPLE SLICE 2 OZ BG 200/C | 5,000 | 4.34 | 4.34 | 0001 |
| 14A01 | APPLE&CARAMELDIP CHL | 50 | 3.45 | 6.90 | 0001 |
| 14B43 | BLKBERRIES 12-1/2 PT PG/6 | 144 | 2.99 | 5.98 | 0001 |
| 14B44 | BLUBERRIES 12 1 PT PG/6 L | 288 | 4.23 | 16.92 | 0001 |

Total Station: Lines: 4 Cases: 9 Gross Lbs: 5,756 Total Price: 34.14

Accept Order(s)

Once you choose to accept the order, a message will come up. You will be required to confirm acceptance of the order. Click 'OK' to continue

5. Once the order has been accepted, you can print or export a copy of the order. The export function can be used to save the data into a spreadsheet that can be used to import the data into your own ordering supply systems.

USDA Produce - Get Orders - Microsoft Internet Explorer provided by DSCP

Address: http://phl1s178/usdaproduce/dev/GetOrders_Report.aspx

Home | Change Password | Help | Logout

Fresh Fruits And Vegetables Order Receipt System (FFAVORS WEB)

USDA Produce / Get New Orders / Vendor Final Buy Report (Customers)

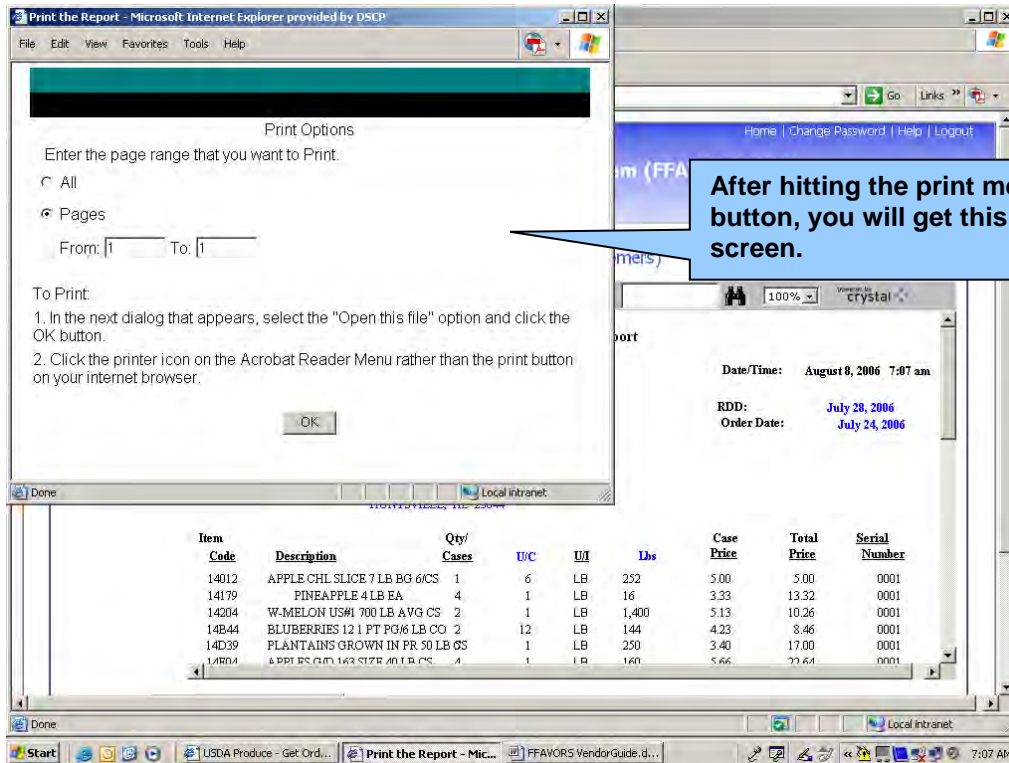
Orders Accepted. Print Orders.

Vendor Name: H&S PRODUCE
Contract No. SPM300-06-D-CC06
DoDAAC: YAL003
Station: FT. RUCKER COMMISSARY OFFICER BLDG-9213 FT. RUCKER, AL 23844

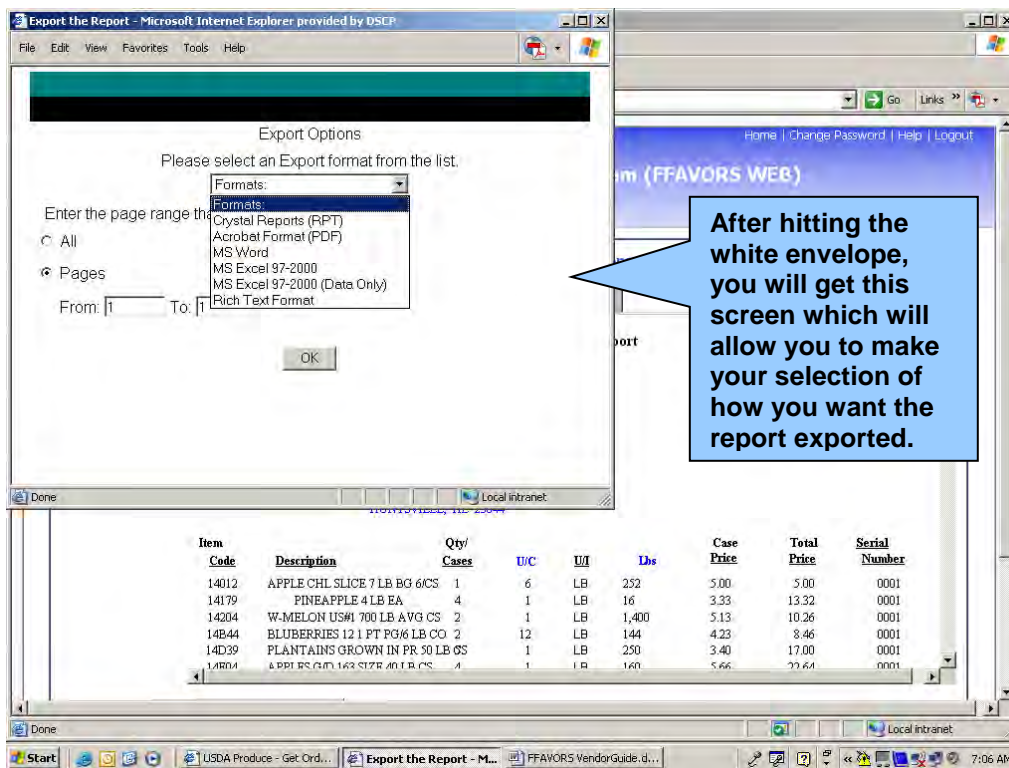
| Item Code | Description | Qty/ Cases | U/C | U/I | Lbs | Case Price | Total Price | Serial Number |
|-----------------------|---|----------------|----------------|-----|------------------------|------------|--------------------------|---------------|
| 14144 | APPLE SLICE 2 OZ BG 200/CS | 1 | 200 | LB | 5,000 | 4.34 | 4.34 | 0001 |
| 14A01 | APPLE&CARAMELDIP CHL 2 OZ QO 25 LB CS 1 | | | LB | 50 | 3.45 | 6.90 | 0001 |
| 14B43 | BLKBERRIES 12-1/2 PT PG/6 LB CO | | 12 | LB | 144 | 2.99 | 5.98 | 0001 |
| 14B44 | BLUBERRIES 12 1 PT PG/6 LB CO | 4 | 12 | LB | 288 | 4.23 | 16.92 | 0001 |
| Total Subtotal | | Lines 4 | Cases 6 | | Gross Lbs 5,766 | | Total Price 34.14 | |

A message will appear stating this order has been accepted. You will now have the option to print the order using the print icon and/or export the order into another format by choosing the envelope icon.

Print Options will look like this:

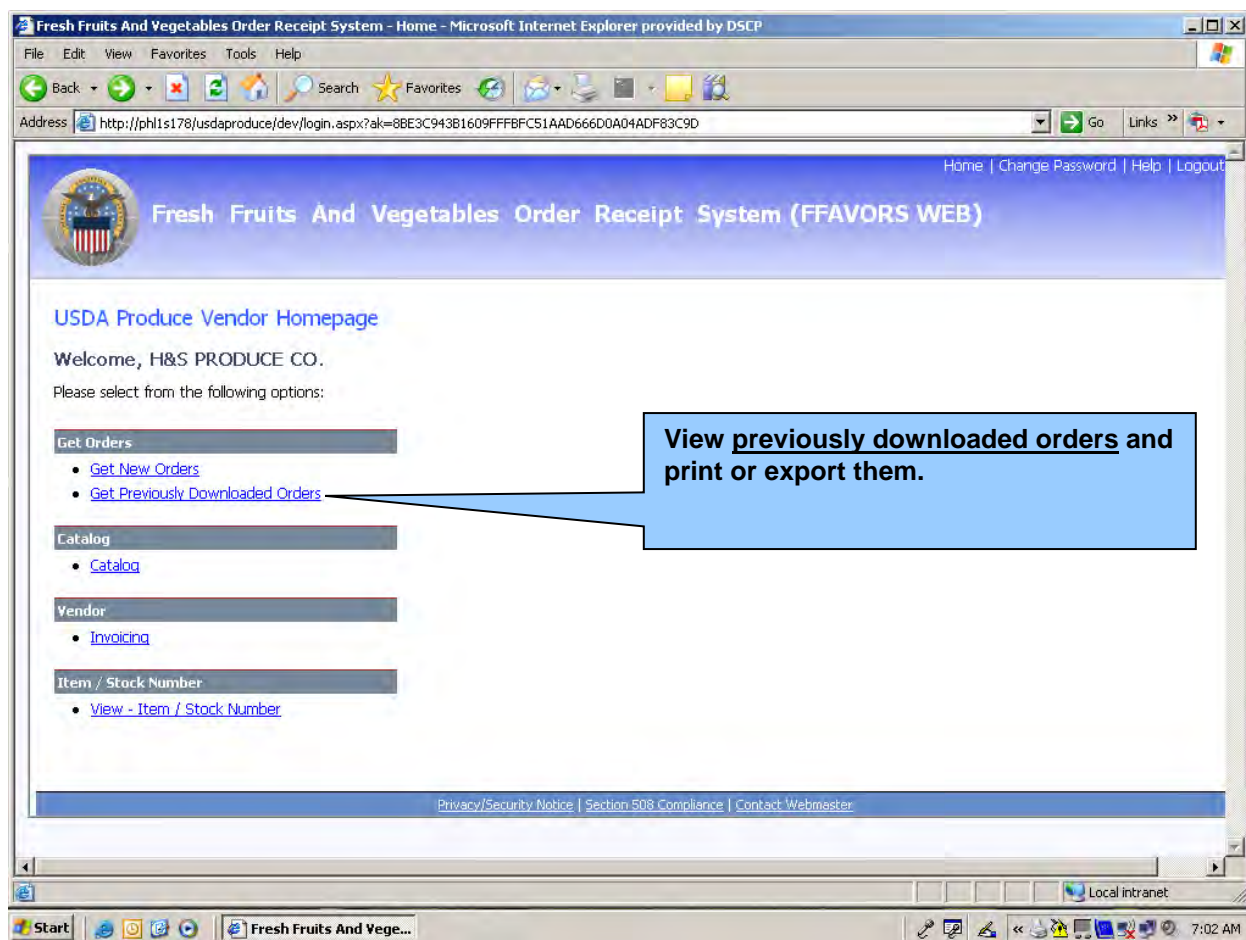


Export Options will look like this:



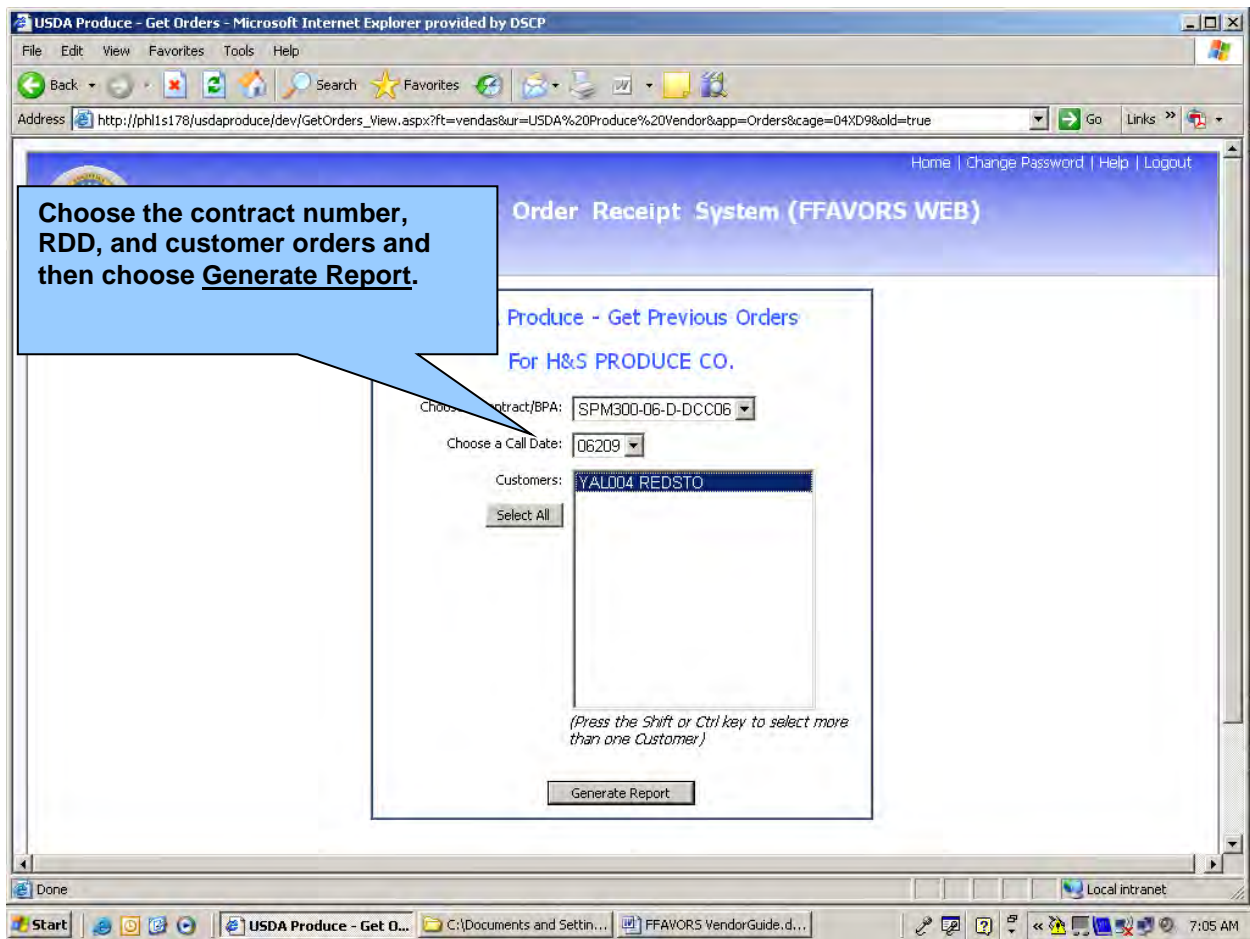
Get Previously Downloaded Orders

1. You have the ability to view/print/export previously downloaded (accepted) orders by choosing “Get Previously Downloaded Orders” from the Vendor Homepage.



2. After choosing the Contract Number, RDD and Customer, you will be able to view the order.

NOTE: A vendor can only see old orders for up to 5 days after the RDD. After this 5 day period, receipts have been sent to BSM for payment and will only be available for view in the Invoicing option from the homepage.



USDA Produce - Get Orders - Microsoft Internet Explorer provided by DSCP

Address: http://ph11s178/usdaproduce/dev/GetOrders_Report.aspx

USDA Produce / Get Previous Orders / Vendor Final Buy Report (Customers)

Main Report - 1 / 1+ 100% crystal

DCC06

Vendor Name: H&S PRODUCE CO.
Contract No. SPM300-06-D-CC06
Date/Time: August 8, 2006 7:05 am
RDD: July 28, 2006
Order Date: July 24, 2006
DoDAAC: YAL004
Station: REDSTONE ARSENAL
REDSTONE ARSENAL COMMISSARY
BLDG-3224
HUNTSVILLE, AL 23844

| Description | Qty/ Cases | U/C | U/I | Lbs | Case Price | Total Price | Serial Number |
|--------------------------------|---------------|-----|-----|------------------|---------------|--------------------|------------------|
| APPLE CHL SLICE 7 LB BG 6CS | 1 | 6 | LB | 252 | 5.00 | 5.00 | 0001 |
| PINEAPPLE 4 LB EA | 4 | 1 | LB | 16 | 3.33 | 13.32 | 0001 |
| W.MELON US#1 700 LB AVG CS | 2 | 1 | LB | 1,400 | 5.13 | 10.26 | 0001 |
| BLUEBERRIES 12 1 PT PG#6 LB CO | 2 | 12 | LB | 144 | 4.23 | 8.46 | 0001 |
| PLANTAINS GROWN IN PR 50 LB CS | 1 | 1 | LB | 250 | 3.40 | 17.00 | 0001 |
| APPLES G/D 163 SIZE 40 LB CS | 4 | 1 | LB | 160 | 5.66 | 22.64 | 0001 |
| Lines | Cases | | | Gross Lbs | | Total Price | |
| | | | | 2,333 | | 76.68 | |

You can now view a copy of an old order that has been previously downloaded. You can print or export this order using the print and/or export menu buttons

Done

Local intranet

Start

USDA Produce - Get O...

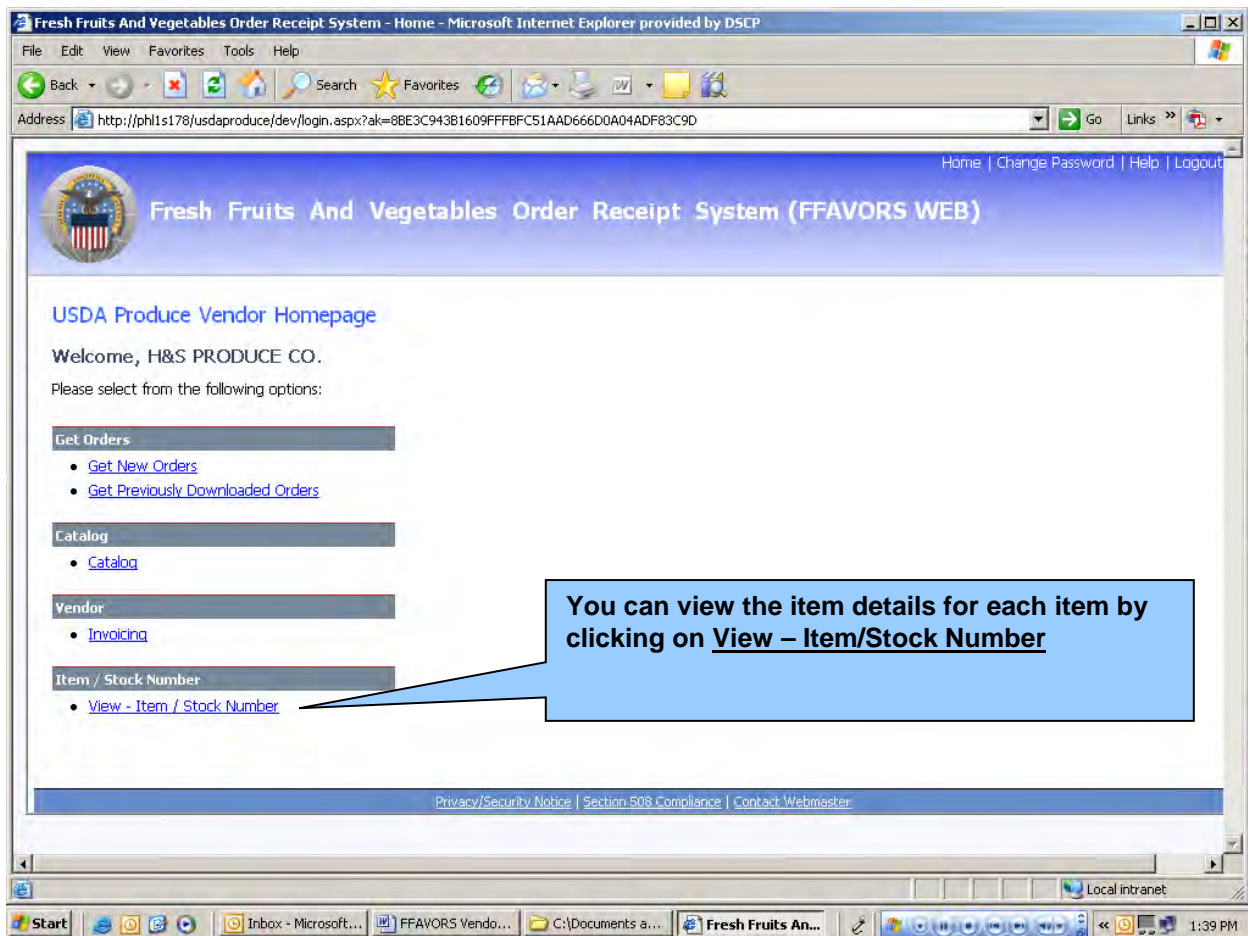
FFAVORS VendorGuide.d...

7:05 AM

View Item/Stock Number

1. You can view the item details of the items listed in the main catalog using the **View – Item/Stock Number** menu selection from the Vendor homepage.

- This option will allow you to view the master catalog of Produce items used by DLA Troop Support. You cannot modify any data to the catalog through this option. All catalog items can be added to your pending catalog through the **Catalog** Menu option on the Vendor homepage.



2. You can choose the particular item by clicking on the item code which is underlined and in blue. You can view the item description for each item from this page or click the item code number for more details.

SOPS - Item Maintenance - Microsoft Internet Explorer provided by DSCP

Address: <http://phl1s178/usdaproduce/dev/ItemMaintenance.aspx>

Home | Change Password | Help | Logout

Fresh Fruits And Vegetables Order Receipt System (FFAVORS WEB)

All Items

Add/Edit An Item

Items list (total: 987)

Click on Item Code to edit Item

| ITEM CODE | NSN | ITEM DESCRIPTION | LG TYPE CD | DELETE DT | LAST ACTION DT |
|-----------------------|---------------|---------------------------------------|------------|-----------|-----------------------|
| 11211 | 1111111E05111 | | | | 8/1/2006 1:07:12 PM |
| 14012 | 891501E050200 | | | | 6/28/2006 12:00:00 AM |
| 14028 | 891501E050201 | APPLE SLICE 3 LB BG 10/CS | A | | 7/31/2006 3:31:00 PM |
| 14144 | 891501E050202 | APPLE SLICE 2 OZ BG 200/CS | A | | 7/31/2006 4:25:07 PM |
| 14178 | 891501E050418 | PINEAPPLE CT 40 LB CO | A | | 7/31/2006 9:41:08 AM |
| 14179 | 891501E050419 | PINEAPPLE 4 LB EA | A | | 6/21/2006 12:00:00 AM |
| 14204 | 891501E050191 | W-MELON US#1 700 LB AVG CS | A | | 6/28/2006 12:00:00 AM |
| 14210 | 891501E050192 | W-MELON SEEDLS US#1 700 LB AVG CS | A | | 6/28/2006 12:00:00 AM |
| 14A01 | 891501E050522 | APPLE&CARAMELDIP CHL 2 OZ CO 25 LB CS | A | | 6/28/2006 12:00:00 AM |
| 14A02 | 891501E050184 | ORANGES 113 CT 35 LB CS | A | | 6/22/2006 12:00:00 AM |

1 2 3 4 5 6 7 8 9 10 ...

Privacy/Security Notice | Section 508 Compliance | Contact Webmaster

Done

Local intranet

Start | Inbox - Microsoft Outlook | FFAVORS VendorGuide.d... | SOPS - Item Mainten... | 1:40 PM

3. The item details are shown here. No changes can be made on this screen.

The screenshot shows a Microsoft Internet Explorer window titled "SOPS - Item Maintenance - Microsoft Internet Explorer provided by DSCP". The address bar displays the URL: <http://ph11s178/usdaproduce/dev/ItemMaintenance.aspx?Action=ItemDetail&ItemCd=14012>. The page header includes a logo and the text "Fresh Fruits And Vegetables Order Receipt System (FFAVORS WEB)". Navigation links include "Home", "Change Password", "Help", and "Logout".

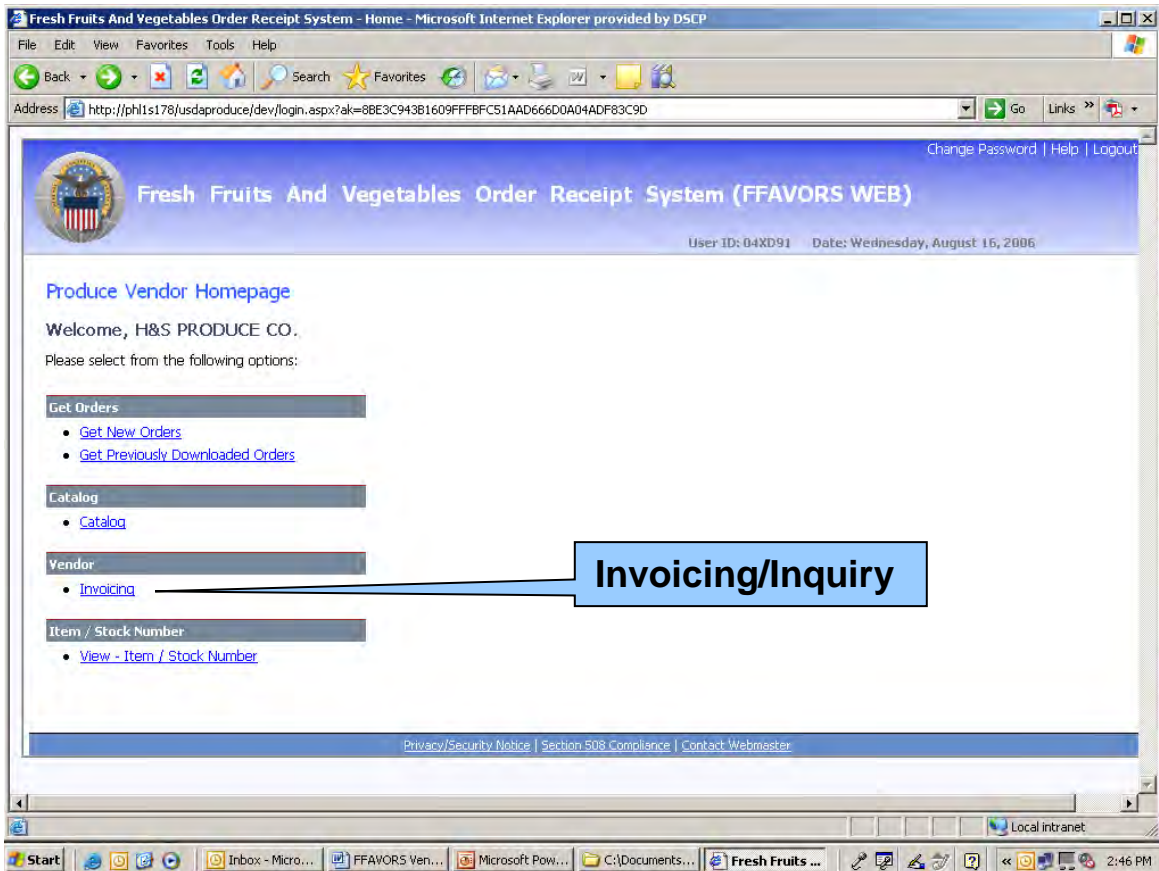
The main content area is titled "View an Item" and contains a form with the following fields:

- Item Code:
- Stock Number:
- Description:
- Units Per Case:
- Unit Issue:
- Unit Weight:
- Item Group:
- Restrict Use of Federal Funds:

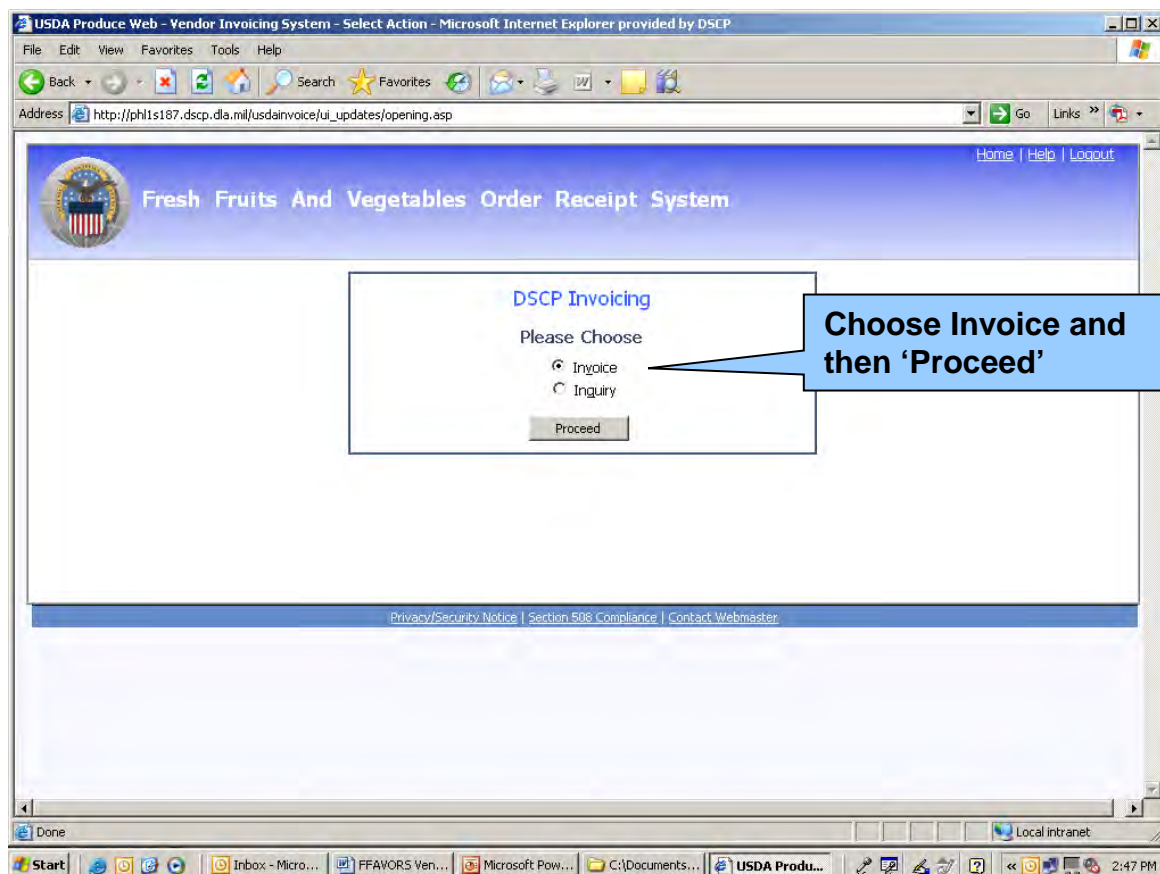
At the bottom of the form are "Reset" and "Cancel" buttons. A footer bar contains links for "Privacy/Security Notice", "Section 508 Compliance", and "Contact Webmaster". The taskbar at the bottom shows the Start button, several open applications (Inbox - Microsoft Outlook, FFAVORS VendorGuide.d..., SOPS - Item Mainten...), and the system clock showing 1:43 PM.

Invoicing

1. The Invoicing part of FFAVORS Web can be accessed by clicking on the **Invoicing** menu option from the Homepage.

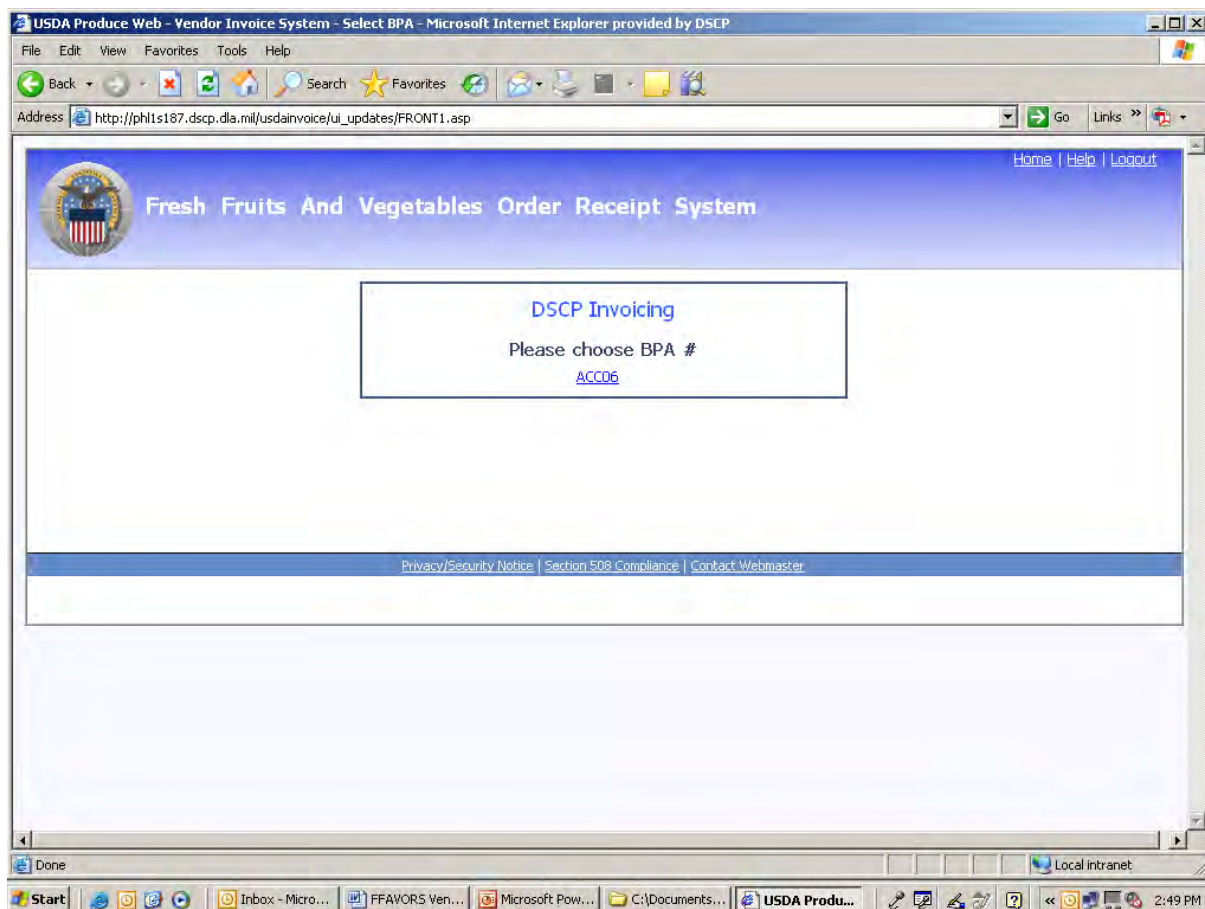


2. This next screen allows two options: **Invoice or Inquiry**. You must indicate what you would like to do (**Inquiry** will allow you to view previously invoiced data). After choosing one or the other, click **Proceed** to continue. Here, **Invoice** is selected.




Invoicing

- The first choice in the invoicing process is the selection of which of your Contract's/PIIN's you wish to invoice
- (you will only see your Contract's/PIIN's on this screen)
- Click on the Contract/PIIN and you will be guided to the Cycle Selection screen for that Contract/PIIN



[Home](#) | [Help](#) | [Logout](#)



Fresh Fruits And Vegetables Order Receipt System (FFAVORS WEB)

User ID: 00001 Date: Wednesday, December 12, 2007

Invoice/Inquiry/Exit
Page




DSCP Invoicing

[? Topic Help](#)

Cycle Selection

BPA# DAA01

If you agree with the Vendor Dollar Value, you may enter an Invoice Number on this page and select the cycle to invoice immediately. If the Vendor Dollar Value submitted is not equal to the DSO Dollar Value, potential discrepancies and payment issues may result.

| | SELECT CYCLE | CYCLE RANGE | AMOUNT | VENDOR AMT | ADJUST. AMT | INVOICE NUMBER |
|--|--------------|-------------|----------|------------|-------------|---|
|  Eligible | 46 | 7224-7230 | 5,973.90 | 5,974.30 | 0.40 | <input style="width: 100%;" type="text"/> |
|  Eligible | 47 | 7231-7237 | 1,147.00 | 1,147.00 | 0.00 | <input style="width: 100%;" type="text"/> |
|  Eligible | 52 | 7266-7272 | 1,768.74 | 1,768.74 | 0.00 | <input style="width: 100%;" type="text"/> |

[Privacy/Security Notice](#) | [Section 508 Compliance](#) | [Contact Webmaster](#)

- Color coded circles show the invoicing status of each cycle
 - “RED” mean that the cycle is NOT eligible for invoicing at this time.(Cycles will not be eligible for invoicing until the Wednesday following the end of the cycle period. This is to give the DSO time to record receipt information
 - “GREEN” means the cycle can be invoiced using the WEB Site
 - “YELLOW” means that the invoice has been invoiced during the current session

- If your agreed that the Dollar amount shown in the”Vendor Dollar Value” column is correct **you may invoice by inserting your invoice number in the space provided** and click the CYCLE on this screen and the Cycle will be invoiced at once



[Home](#) | [Help](#)

Fresh Fruits And Vegetables Order Receipt System (FFAVORS WEB)

User ID: 00001 Date: Wednesday, December 12, 2007

Cycle Selection Page

DSCP Invoicing

Call Selection


BPA# DAA01
Cycle: **46**
Range: **7224-7230**
Amount: **5,973.90**

Select a Call from the table below to continue.

| CALL | AMT | VNDR AMT | VNDR ADJUST AMT |
|----------------|-----------------|-----------------|-----------------|
| TOTALS: | 5,973.90 | 5,974.70 | 0.40 |
| 7224 | 0.00 | | |
| 7225 | 0.00 | | |
| 7226 | 0.00 | | |
| 7227 | 0.00 | | |
| 7228 | 0.00 | | |
| 7229 | 5,973.90 | 5,974.70 | 0.40 |
| 7230 | 0.00 | | |

[Privacy/Security Notice](#) | [Section 508 Compliance](#) | [Contact Webmaster](#)

- This screen shows the CALLS that make up the CYCLE you selected on the preceding screen
- From this screen click on the CALL you wish to adjust and you will be shown the details of that CALL
- You can return to the Cycle screen(previous screen) by clicking the “CYCLE SELECTION PAGE” button



Home | Help | Logout

Fresh Fruits And Vegetables Order Receipt System (FFAVORS WEB)

User ID: 00001 Date: Wednesday, December 12, 2007

Call Selection Page

DSCP Invoicing

Destination Selection

BPA# DAA01

Cycle: **46**

Call: **7229**

Amount: **5,973.90**

Select a destination from the list below. To add a new destination, contact your DSO/PBO.

| CUSTOMER | DEST | AMT | VENDOR AMT | VEND. ADJUST. AMT |
|--------------------------|--------|----------|------------|-------------------|
| STARMOUNT HIGH | YNC453 | 5,955.70 | 5,955.70 | 0.00 |
| CAPE HATTERAS ELEMENTARY | YNC506 | 18.20 | 18.60 | 0.40 |

Privacy/Security Notice | Section 508 Compliance | Contact Webmaster

- This screen shows each DESTINATION for the CALL you selected on the prior screen.
- Click on any DESTINATION for which you wish to invoice for an amount other than what is shown on the DV(Dollar Value) Column
- You can add a missing destination to this CALL by contacting your Account Specialist.
- You can return to the CALL by selecting the CALL SELECTION PAGE button

The screenshot shows the "DSCP Invoicing" application window. At the top is a menu bar with File, Edit, View, Favorites, Tools, and Help. Below it is a toolbar with icons for Back, Forward, Stop, Home, Search, Favorites, History, Mail, Print, Edit, Size, and RealGuide. The Address bar displays a long URL starting with "http://www.microsoft.com/csp/invoice...". Below the address bar are links for Customized Links, Free Hotmail, Windows, Windows Media, and SdsStop.

The main content area features a yellow background with the title "DSCP Invoicing" in large red letters. Below the title is the word "CLIN" in blue. Further down are two rows of labels: "BPA# AAP06" and "CALL 1039". To the left of this section is a circular logo featuring an eagle with wings spread, perched on a shield with vertical stripes, surrounded by stars.

Below the yellow section is a "Destination Selection" label in blue. Underneath it, the text "DEST DV" and "DF5434 \$401.25" is displayed. A button labeled "Add Line(s)" is positioned below this text.

At the bottom of the window, there are two input fields: "Vendor Dest. Total:" with the value "401.25" and "Vendor Acc. For:" with the value "0.00".

| CLINS | Item Code | Description | Qty | Unit Price | Extended DV | Corrected Qty | Corrected U/P | Corrected DV |
|-------|-----------|----------------------|-----|------------|-------------|---------------|---------------|--------------|
| 0094 | 04042 | APPLE RED/DEL 88 CT | 1 | \$28.75 | \$28.75 | 1 | 28.75 | 28.75 |
| 0094 | 06003 | BROCCOLI FRESH 14 CT | 1 | \$10.50 | \$10.50 | 1 | 10.50 | 10.50 |
| 0095 | 06140 | CABBAGE GREEN | 1 | \$15.50 | \$15.50 | 1 | 15.50 | 15.50 |

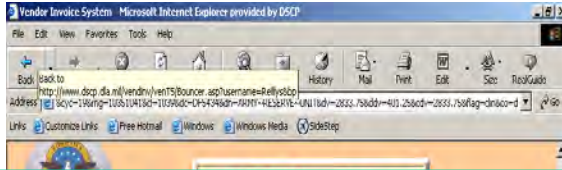
At the very bottom of the screen is a taskbar showing various open applications like Start, Dyna..., DSCF..., and Vend..., along with system clock information indicating 1:30 AM.

- This screen shows the individual lines of CYCLE,CALL, DEST selected in preceding screens
- Vendor can make changes and add LINES as needed
- Vendor changes are e-mailed to the DLA Troop Support Account

| Item No | Description | QTY | Unit Price | Total Price | QTY | Unit Price | Total Price |
|---------|------------------------------|-----|------------|-------------|-----|------------|-------------|
| 0098 | 06250 COLLARD GREENS | 2 | \$12.00 | \$24.00 | 2 | 12.00 | 24.00 |
| 0099 | 06280 CUCUMBERS SUPER SEL | 1 | \$22.75 | \$22.75 | 1 | 22.75 | 22.75 |
| 0100 | 04370 GRAPEFRUIT PK/RD 325 | 1 | \$20.00 | \$20.00 | 1 | 20.00 | 20.00 |
| 0101 | 04430 1 HONEYDEW MELON 6-8CT | 1 | \$19.75 | \$19.75 | 1 | 19.75 | 19.75 |
| 0102 | 06390 KALE | 1 | \$12.00 | \$12.00 | 1 | 12.00 | 12.00 |
| 0103 | 06415 LETTUCE ICEBERG WRAP | 2 | \$24.75 | \$49.50 | 2 | 24.75 | 49.50 |
| 0104 | 06480 ONIONS SPANISH | 1 | \$16.75 | \$16.75 | 1 | 16.75 | 16.75 |
| 0105 | 04580 ORANGES 88 CT | 2 | \$22.75 | \$45.50 | 2 | 22.75 | 45.50 |
| 0106 | 06560 POTATOES SWT YAMS | 1 | \$24.75 | \$24.75 | 1 | 24.75 | 24.75 |
| 0107 | 06800 TOM LRG LT PNK EX LG | 3 | \$20.00 | \$60.00 | 3 | 20.00 | 60.00 |

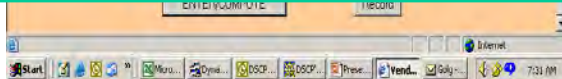
COMPUTE CORRECTIONS RECORD

- Once vendor has made changes click on **Compute Corrections** to update screen.
- When the vendor is satisfied click **RECORD** to update file.
- The DLA Troop Support Account Specialist will research vendors changes.

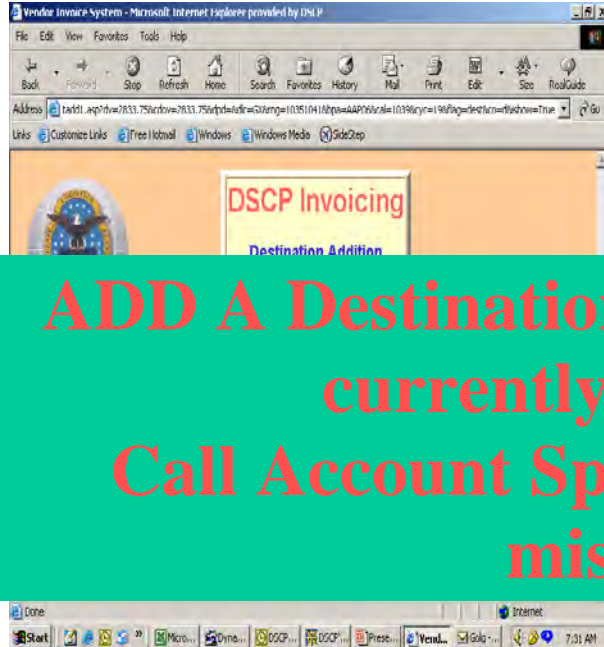


- This page shows screen that is used if 1. ADD LINE

**ADD A LINE FEATURE is not currently available.
Call Account Specialist if a line is missing**



was delivered



- This page shows screen that is used if ADD A DESTINATION

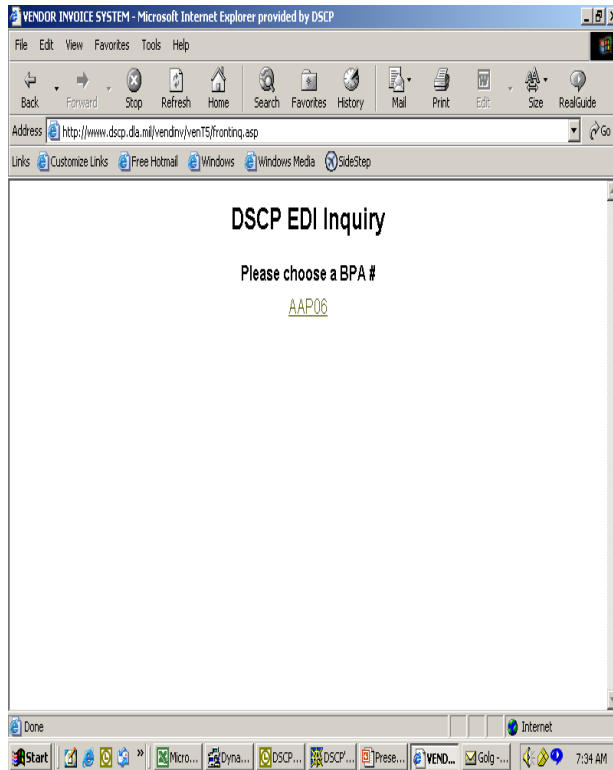
**ADD A Destination FEATURE is not currently available.
Call Account Specialist if a line is missing**

On the a
DESTINATION

- After the vendor has made all changes to the CYCLE on this WEB site, an E-mail will be sent to the DLA Troop Support Account Specialist asking them to research the VENDOR'S changes.
- The Vendor may still bill for the disputed item, although payment may be delayed or denied.



- The Inquiry portion of the WEB site will allow vendors to view previously invoiced CYCLES for a period of Forty days.
- It is recommended the each vendor retain a printed copy of each invoice for their records, since after 40 days the



- The inquiry process functions using similar screens to the invoice process.
- It is a “read only” process which shows invoiced cycles and can NOT be changed.
- Click on the PIIN to see invoices submitted

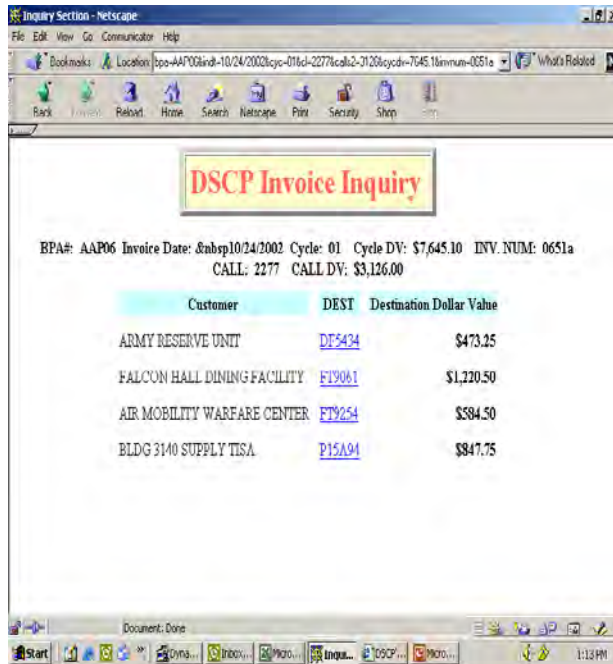
- This Screen shows submitted invoices
- Click on the Cycle # to see more detail.
- You will be shown the CALLS included in that CYCLE

DSCP Invoice Inquiry

BPA#: AAP06 Invoice Date: 10/24/2002 Cycle: 01 Cycle DV: \$7,645.10 INV.NUM: 0651a

| Call | Call Dollar Value |
|----------------------|-------------------|
| 2274 | \$682.25 |
| 2275 | \$1,139.45 |
| 2276 | \$2,697.40 |
| 2277 | \$3,126.00 |

- This screen shows all CALLs invoiced on the CYCLE
- Click on the CALL and you will see the DESTINATIONs included in that CALL

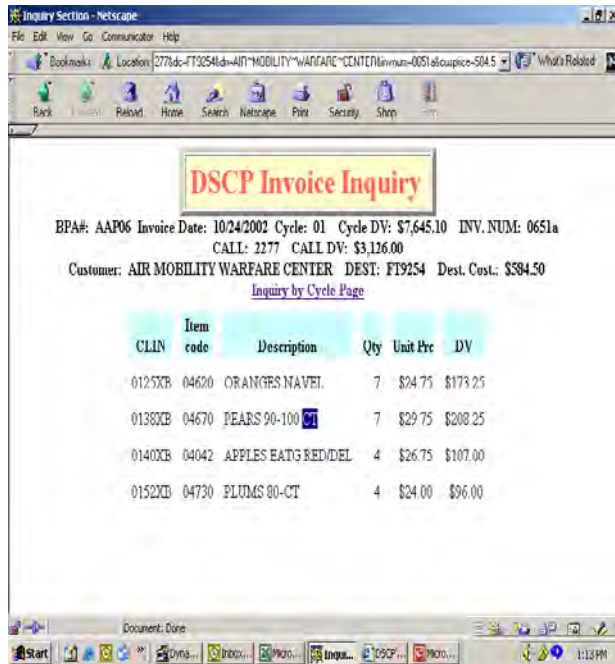


DSCP Invoice Inquiry

BPA#: AAP06 Invoice Date: 10/24/2002 Cycle: 01 Cycle DV: \$7,645.10 INV. NUM: 0651a
CALL: 2277 CALL DV: \$3,126.00

| Customer | DEST | Destination Dollar Value |
|-----------------------------|------------------------|--------------------------|
| ARMY RESERVE UNIT | DF5434 | \$473.25 |
| FALCON HALL DINING FACILITY | FT9061 | \$1,220.50 |
| AIR MOBILITY WARFARE CENTER | FT9254 | \$384.50 |
| BLDG 3140 SUPPLY TISA | P15A94 | \$847.75 |

- To see individual items just Click on the DESTINATION
- You will be taken to a page containing the items invoiced for the DESTINATION



- This screen concludes our demonstration of the Features of the PRODUCE WEB invoicing system
- It shows detail CLINs invoiced for the selected CYCLE, CALL, and DESTINATION

Attachment 6

QUALITY SYSTEMS MANAGEMENT VISITS & PRODUCE QUALITY AUDITS

A. Unannounced Quality Systems Managements Visits (QSMVs):

1. The DLA Troop Support Quality Audit personnel may conduct unannounced Quality Systems Management Visits ("QSMVs") to review the Contractor's compliance with the terms of the contract. The visits will be scheduled as a result of unsatisfactory ratings received during Troop Support Produce Quality Audits, customers' complaints, requests from the Contracting Officer, or as deemed necessary by the Government. QSMVs may include visits to subcontractors, growers, and/or suppliers/food distributors used by the contractor. If DLA Troop Support deems it necessary to conduct an on-site visit with a subcontractor, grower, produce supplier, and/or food distributor used by the contractor, the contractor shall make arrangements for these visits.
2. During the QSMV the Government will review/verify the Contractor's implemented Quality Program and several or all of the following areas (this list is not inclusive) as deemed necessary: The methods and procedures used to comply with the terms of the contract; condition of storage facilities; product shelf-life management; inventory in-stock (age of product and condition, labeling, product rotation, etc.); product substitutions; control of material targeted for destruction/disposal as a result of DLA customers' returns including DLA Troop Support's audit results and recalls; review of paperwork for product destroyed/condemned including but not limited to product rated Blue/Red, as described below, during the last DLA Troop Support quality audit, customer, returns, etc.; Contractor's notification of product recalls (product rated Blue/Red/other reason), etc; contractor's response to customer returns/issues, and contractor's visits to customers. The QSMV may also include unannounced visits to DLA Troop Support customers serviced by the Contractor. When the Troop Support Produce Quality Audit Team arrives at the Contractor's facility, the Contractor must provide the following: a copy of the current Produce Catalog for DLA customers and an inventory list of all items intended for DLA customers (identifying quantities by item, label/brand/Grower name, items Not-in-Stock, etc.) by commodity and sorted by warehouse location.
3. The Contractor's proposal will be incorporated by reference into the contract. The Contractor will be responsible for complying with its proposal. Procedures and processes set forth in the Contractor's proposal may be used as standards for a QSMV. If there is any conflict between the contract (which incorporates the solicitation) and the Contractor's proposal, the contract governs.
4. The Contractor must take corrective action to address any concerns identified as a result of the QSMV. Concerns identified during the QSMV, or Contractor failure to take corrective action in response to QSMV findings, may be grounds for terminating the contract. The Government may, at its discretion, take other action to correct the concerns identified during the QSMV such as but not limited to another QSMV or Special Produce Audit. Such action will not eliminate the Government's right to terminate the contract should the identified concerns or Contractor's failure to take corrective action continue.

B. Produce Quality Audits:

1. Basic Audits:

- (a) The DLA Troop Support Produce Quality Audit Program covers all produce items listed in the Contractor's catalog (fresh, fruits and vegetables, fresh-cut products, etc.) and functions as a Service and Quality Assurance check for DLA Troop Support customers to ensure customers are receiving safe produce of an optimum quality level. The audit objectives focus on the following:
 - (i) Contractor's adherence to contractual requirements.
 - (ii) Compliance with the specified US Grade Number 1 quality or better.
 - (iii) The quality level of the products supplied is satisfactory and uniform.

- (iv) There is no product misrepresentation or unapproved substitution.
- (b) The Produce Quality Audit objectives are accomplished utilizing the expertise of the USDA Agricultural Marketing Service ("AMS") Fresh Products Branch personnel and DLA Troop Support Quality Auditors. Representatives from the above agencies form the DLA Troop Support Produce Quality Audit Team.
- (c) Each Contractor will undergo an audit at least once per contract period (i.e. each Tier). The Audits are conducted as a product cutting. The average cost of one Produce Quality Audit is approximately \$1,000.00 (product cost only). The Contractor is expected to provide samples of the Government's choice at a cost of approximately \$1,000.00 per audit. The Contractor is required to provide the following support to the DLA Troop Support Produce Quality Audit Team: personnel and equipment to select separate/move/discard audit samples, control of samples while at the Contractor's facility and during the audit. Additional cost may be incurred by the Contractor if additional produce samples are selected due to initial audit failure or customer complaint or if the Contractor's facility does not have a facility/kitchen or the equipment needed to perform the audit and/or space to accommodate customers attending the audit. NOTE: The Government reserves the right to conduct an unannounced QSMV in lieu of an audit or a follow-up audit if deemed in the best interest of the Government.

2. Audit Process:

- (a) Typically, the Contractor will be given advanced notice of 60 calendar days of an impending audit. Notwithstanding this, the Government reserves the right to conduct unannounced Produce Quality Audits or QSMVs as necessary.
- (b) The DLA Troop Support Produce Quality Audit is typically a two (2) day process. Day One is devoted to sample selection at the Contractor's warehouse and performance of the USDA's Good Agricultural Practices ("GAP") & Good Handling Practices ("GHP") Audits. Day Two encompasses the performance of the actual Produce Quality audit.
- (c) Upon arrival at the Contractor's facility (Day One), the Lead Auditor will provide a list of items identified for evaluation and the samples will be selected by a USDA-AMS' Auditor. The Lead Auditor will accompany the USDA-AMS during the performance of the GAP/GHP Audits.
- (d) Items selected for evaluation will be segregated from the Contractor's regular inventory and appropriate procedures shall be used to maintain the integrity of the samples. Evidence that the Contractor has replaced or tampered with samples, or otherwise interfered with the audit samples and/or audit process will result in the Contractor failing the audit. One or more audit failures may be grounds for terminating the contract.
- (e) During the Produce Quality Audit (Day Two), the DLA Troop Support Lead Auditor will assign an item rating based on compliance with or departure from stated requirements in the DLA Troop Support NSN catalog and the specified US Grade Standard. Items will also be audited to determine compliance with the Berry Amendment, as applicable, approved source requirements, FDA Retail Food Code, USDA Warehousing Standards, Good Manufacturing Practice, additional provisions of the Code of Federal Regulations and other applicable standards.
- (f) Failure to meet the specified US Grade Number quality, deviations from the required contract or stock number requirements, and other noted deficiencies will be color coded and classified based on the severity of departure from requirements as follows:

(i) Contractor Product Audit Ratings (Color Coded):

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

- b. **MINOR NONCONFORMANCE (YELLOW)** = Not fully acceptable. A Minor nonconformance is a deviation from the contract or the item description stock number requirements. This minor nonconformance is not likely to materially reduce the usability or serviceability of the item for its intended purpose and, depending on the defect, or affect its condition and/or the continued storage of the item for further use. Products that meet the specified US Grade but exhibit product defects (decay, spoilage, skin breakdown, etc.) likely to continue affecting the condition of the product and continue deteriorating during storage and/or effecting good product if defective units are not removed from cases/containers. Examples of other minor nonconformance: Cataloging issues; Minor or workmanship/fabrication violations (fresh pre-cut products); Minor weight violations; Minor deviations from packing, packaging, labeling and marking requirements that would not necessitate a regulatory market suspension or affect DLA Troop Support's ability to recall the item. **ACTION REQUIRED:** Produce with defects (decay, spoilage, skin breakdown etc.) that will continue deteriorating or condition/defects that will affect the condition of good product during storage requires attention from the contractor such as reworking and removing defective product while in-storage or prior to delivering to customers. Minor nonconformance that will not change or further deteriorate (scars, size, weight, etc.) while product is in-storage or when delivered to the customer may be tolerated by the customer for a short period of time (until the contractor receives a new product at OCONUS but for no more than 30 days at CONUS locations).
- c. **MAJOR NONCONFORMANCE (BLUE)** = A major nonconformance, other than critical, is a deviation from the contract, the item description stock number and/or failure to meet the specified US Grade requirements. This major nonconformance is a deviation that materially affects or is likely to have a major effect on the serviceability, usability, condition and/or continued storage of an item for further use. Examples of major nonconformance's: Grade failures; Domestic source/regulatory/approved source violations; Wrong item; Major workmanship/fabrication violations (pre-cut items); Major weight violations; Item shelf life/ expiration date violations; Not latest season pack/crop year violations; Items that exhibit temperature abuse, and/or other off condition that although not likely to result in hazardous or unsafe conditions, the defect and/or combination of defects materially affect the item serviceability for its intended purpose; and/or major deviations from packing, packaging, labeling and markings that would necessitate a regulatory market suspension or have a major effect on DLA Troop Support's ability to recall the product. **ACTION REQUIRED:** The contractor is required to STOP ISSUE of the item immediately, unless otherwise approved by the Contracting Officer.
- d. **CRITICAL NONCONFORMANCE (RED)** = A critical nonconformance is a deviation that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. An item will receive a Red Rating if it contains a critical defect(s) that involve food safety issues such as wholesomeness, foreign material, contamination or adulteration issues that judgment and experience indicate consumption of the item is likely to result in hazardous or unsafe conditions for individuals. Examples of critical nonconformance's: Items with food safety concerns are those items that exhibit contamination, foreign material, and/or other conditions that render an item unfit for human consumption. **ACTION REQUIRED:** Contractors are required to immediately STOP ISSUE of the product and notify DLA Troop Support customers to return or

dispose of the product in question, and notify grower/supplier/distributor of the product (if applicable).

(ii) Notes:

- a. **MAJOR NONCONFORMANCE (BLUE)** = In OCONUS locations only, the Contracting Officer may approve continued issue of the product because of location extenuating circumstances and on a case-by-case basis. This approval is depending on the type and severity of the deviation/defect, the DLA Troop Support Quality Lead Auditor (lead Auditor that performed the audit) recommendation, customer approval, and if the substitute of equal/higher quality is Not-in-Stock at OCONUS location. Continue issue of the item may require and include contractor screening/rework of the nonconforming product (removal of defective product) and follow-up Government inspection/audit to verify action taken by the contractor (at no cost to the Government for inspection/travel costs). At CONUS/OCONUS locations, only the Contracting Officer, **NOT** the customer or the Lead Auditor, has the authority to accept wrong items (not meeting item description cited in DLA Troop Support catalog or not meeting the specified US Grade cited in the contract, etc.). The Rating assigned to the item WILL NOT be changed by the Lead Auditor because of acceptance with a waiver/rework/repair of the product in question. The DLA Troop Support Food Safety Office at the request of the Contracting Officer, may issue a restricted (to DLA Troop Support customers only) a Hazardous Food Recall for all those items originating from an unapproved source and distributed to DLA Troop Support customers.
- b. **CRITICAL NONCONFORMANCE (RED)** = The DLA Troop Support Food Safety Office will issue a Hazardous Food Recall for all critical nonconformance's involving items with food safety concerns that render an item unfit for human consumption or may present a health hazard for DLA Troop Support customers. If applicable, the Contracting Officer should suggest growers/suppliers of the item to review shipping documents to ensure the same item was not delivered to other DOD customers.

3. Contractor Audit Preparation:

- (a) The Contractor is responsible and will bear all costs for the facility and the equipment/supplies used during the audit. Immediately upon receipt of the audit notification, the Contractor shall make arrangements to use their normal product cutting room/kitchen (if adequate) or find another facility for the audit. If there is no space available at the Contractor facility or the space is inadequate other arrangements must be made by the Contractor. The room must be equipped with running water. To ensure accurate weight of audited items, it is highly recommended that scales used during the audit are calibrated within the 60-day notification period and an applicable set of test weights are available to verify scale accuracy. A digital scale capable of weighing small items and a scale capable of weighing full cases are required. Cleanup of the cutting area/room and continuous cleanup of equipment will be the Contractor's responsibility. The Contractor must contact the Lead Auditor to discuss the location, adequacy of the facility, and equipment available as soon as possible but no later than 45 Calendar days prior to the audit. The following is the list of equipment/supplies needed:
 - (i) Storage area to store samples selected (approximately 2 pallets).
 - (ii) Chill storage area for samples that require refrigeration (approximately 2 pallets).
 - (iii) Tables for conducting the audit and demonstration.

- (iv) Sinks/wash area equipped with sanitizing soap for cleaning knives and equipment.
- (v) Water jet spray attachment for the sink.
- (vi) Calibrated Scales/Test Weights: One small digital scale able to record product weights in both ounces and grams and capable of measuring down to the nearest hundredth is preferable and a set of test weights with a recommended weight range of 1.0 ounce to 1 pound; and, one scale able to record product weights for full cases with an approximate weight range of 0 - 100 lb and capable of measuring down to the nearest tenth is preferable and a 25 lbs test weight.
- (vii) Cart to move samples around.
- (viii) Cutting boards (two or three).
- (ix) Large trash cans with bags.
- (x) Power hook-up for 2 computers.
- (xi) Access to a copy machine.
- (xii) Miscellaneous supplies: Paper towels; large heavy-duty plastic trash bags; one box of large latex gloves; paper flip chart/easel with markers (RED, BLUE, ORANGE, GREEN, BLACK); cellophane tape; binder clips; and a stapler.
- (xiii) Optional but considered highly desirable: Cloth towels and floor covering to maintain clean and sanitary floor areas.

4. Sample List / Selection of Samples:

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

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

5. Audit Results:

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

6. Follow-Up Audits:

- (a) Follow up audits may be scheduled within a one-year period of the initial audit or sooner as deemed necessary by the Government. Grounds for follow-up audits include but are not limited to failure to obtain an acceptable rating (<85%) in one or more commodities, repetitive failures, and customer complaints. All samples, audit facility, and equipment/supplies needed for the follow-up, same as indicated above for the initial audit, are to be at the expense of the Contractor. During a follow-up audit only the commodity that failed the initial audit (scored <85%) will be audited. Also, a commodity that had an unreasonable number of items not-in-stock (more than 50% of items listed in the Contractor's catalog were NIS) during the initial audit, may also be audited during a follow-up. If the follow-up audit is for failure of the USDA-AMS' GAP or GHP Audits or other non-product issue, no product will be audited during the follow-up audit.

7. Audit Failures:

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

C. Markings:

1. Code Dates:

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

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

- (a) All fresh fruits and vegetables must be able to be traced back to the grower/supplier of the product. If the Contractor or the Contractor's distributor/supplier removes the produce from the grower/packer's original packaging/shipping container and re-packages/re-labels an item, documentation must be maintained to trace that item back to the grower/packer in order to verify domestic origin, approved source as applicable, and/or in case of a hazardous food recall or an item is rated Red/Critical during a DLA Troop Support Produce Quality Audit. The Contractor shall maintain or request from its suppliers documentation/certificates containing the following information: item nomenclature, name of establishment/grower, location, country of origin, date of production/pack ("DOP"), lot number, etc. If packaging of the item occurred in more than one establishment throughout the supply chain, documentation for each item must also be maintained / provided at each of those establishments. These records must maintain traceability of the item to the extent that an item can be traced back to the original grower/packer of a product. In addition; the Contractor

shall maintain records of quantities and when and where the re-packaged/re-labeled item(s) were shipped. The Contractor must be able to show/provide DLA Troop Support Produce Quality Audit Team the documentation for samples selected during Produce Quality Audits or Unannounced QSMVs. It is the Contractor's responsibility to notify and ensure that its suppliers understand and comply with this requirement. The above requirements are necessary in the event of a Hazardous Food Recall (i.e., ALFOODACT) of potentially hazardous product when a recall is issued by a Regulatory Agency and for the Contractor to isolate suspected items in order to notify customers in an expeditious manner whenever products are rated "Red/Critical" during a DLA Troop Support Produce Quality Audit. The above requirements serve two main purposes:

- (i) To protect DLA Troop Support 's customers and expeditiously notify them in case of accidental or intentional tempering/contamination and/or to prevent consumption of unsafe/hazardous Produce; and
- (ii) To maintain traceability of re-packaged/re-labeled products in order to verify country of origin, approved source requirement during the shelf life cycle of a pre-cut/package product in the Contractor storage and during the customer's receipt/storage of the product and be able to expedite the recall process for all suspected products intended for DLA Troop Support customers.

Procurex *Reverse Auction Platform Tool (RAPT)*



Defense Logistics Agency

Reverse Auction Platform Tool User Manual

Version 1.6 February 5, 2013



Reverse Auction Platform Tool (RAPT)

Registering New Suppliers - Step #1

- Once you click the register as a supplier tab, you will need to add key company information in order to have this company registered on the Procurex RAPT. All of the items listed in **BOLD** are required fields, this includes the Company Name, County, State/Province, Street Address, City, Zip/Postal Code, Phone Number (Company Level), Contact's first and last name, Contact email address, and you will also want to include a CAGE code for EACH supplier by utilizing the new CAGE code field. Given DLA requirements, all registered suppliers must have a CAGE code in order to bid on an auction item. This will also allow you to search by CAGE code in the platform when setting up an event. Suppliers can have MULTIPLE CAGE codes as required, however always use the CAGE code that is relevant to the individual auction you are preparing to host. If you would like to have additional CAGE codes for a supplier, you can either contact Procurex directly or have the supplier contact Procurex at service@procurexinc.com and additional CAGE codes will be added
- Once you enter all of the pertinent information for the supplier you will be able to move onto step #2 by clicking on the continue button at the bottom of the page. This will take you to the final step in the supplier registration process.

Vendor Registration

Company Registration : Step 1 of 2

Note: **Bold** items are required fields

Company Name:

Duns Number:

The **Duns** number must be numeric and either 9 or 13 digits long. It may not contain any punctuation.

Cage Code:

The **Cage Code** must be alphanumeric and be 5 characters long.

If you were invited by a buyer to register, enter the code you received below. Otherwise leave this box blank.

Personal Invitation Code:

Country:

State/Province:

The **State/Province** field is required only if your company resides within the United States.

Street Address:

City:

Zip/Postal Code:

The **City** and **Zip/Postal Code** fields are required only if your company resides within the United States.

Fax Number:

Phone Number:

The **Fax** and **Phone** number fields must include your area code (and country code if your company resides outside of the United States).

Tollfree Number:

Email Address:

Website Address:

First Name:

Last Name:

Phone Number:

Email Address:

Confirm Email Address:

Continue

Setting Up
Suppliers in
the RAPT



Reverse Auction Platform Tool (RAPT) - DLA User Manual

Registering New Suppliers - Step #2



Setting Up Suppliers in the RAPT

- On the second step in the vendor registration process, you will need to indicate how they found us, you will select 'Other' and then input DLA in the more information field provided below.
- Once you click the 'Submit' button, it will complete the supplier registration process, this will trigger a notification to Procurex operations team who will in turn 'approve' the supplier (generally within two hours) and allow you to use them in upcoming reverse auction events.
- To return to the DLA homepage, you must enter dla.procurexinc.com, do not use the 'home' link at the top of the page.

Vendor Registration

Company Registration : Step 2 of 2

Company Name: **Alice's Fabrics - Demo**

Duns Number: **123123123**

How did you find us:

If you chose "Other" please enter more information:

Submit



Reverse Auction Platform Tool (RAPT) - DLA User Manual

Procurex Contact Information

Help Desk: 1.866.412.7161 x1

dla.procurexinc.com

service@procurexinc.com



Procurex
Contact
Information





Procurex

dla.procurexinc.com

Toll Free: 1-866-412-7161