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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

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Form

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.

PID Data - Custom Clause

Insert (copy and paste) text for the PID information here

Part 12 Clauses

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (OCT 2018) FAR

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL ITEMS (OCT 2018) FAR

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

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

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

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

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

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

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

[Contracting Officer check as appropriate].

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

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

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

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

(5) Reserved.

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

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

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

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Part 12 Clauses (CONTINUED)

- ☒ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- (10) Reserved.
- (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- (ii) Alternate I (Nov 2011) of 52.219-3.
- (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- (ii) Alternate I (Jan 2011) of 52.219-4.
- (13) Reserved
- ☒ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Nov 2011) (15 U.S.C. 644).
- ☒ (ii) Alternate I (Nov 2011).
- (iii) Alternate II (Nov 2011).
- (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).
- (ii) Alternate I (Oct 1995) of 52.219-7.
- (iii) Alternate II (Mar 2004) of 52.219-7.
- ☒ (16) 52.219-8, Utilization of Small Business Concerns (Nov 2016) (15 U.S.C. 637(d)(2) and (3)).
- (17)(i) 52.219-9, Small Business Subcontracting Plan (Jan 2017) (15 U.S.C. 637(d)(4)).
- (ii) Alternate I (Nov 2016) of 52.219-9.
- (iii) Alternate II (Nov 2016) of 52.219-9.
- (iv) Alternate III (Nov 2016) of 52.219-9.
- (v) Alternate IV (Nov 2016) of 52.219-9.
- (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).
- ☒ (19) 52.219-14, Limitations on Subcontracting (Jan 2017) (15 U.S.C. 637(a)(14)).
- (20) 52.219-16, Liquidated Damages --Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657 f).
- ☒ (22) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).
- (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Dec 2015) (15 U.S.C. 637(m)).
- (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Dec 2015) (15 U.S.C. 637(m)).
- ☒ (25) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- ☒ (26) 52.222-19, Child Labor --Cooperation with Authorities and Remedies (Jan 2018) (E.O. 13126).
- ☒ (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- ☒ (28) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- ☒ (29) 52.222-35, Equal Opportunity for Veterans (Oct 2015)(38 U.S.C. 4212).
- ☒ (30) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- ☒ (31) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- ☒ (32) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- ☒ (33)(i) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- ☒ (34) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- (35)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA -Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- (36) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- (37) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

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- (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).
- (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

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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 (I) of FAR clause 52.222-17.

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

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

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

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

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

(x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

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

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(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

52.202-1 DEFINITIONS (NOV 2013) FAR

52.203-3 GRATUITIES (APR 1984) FAR

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

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

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

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

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

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

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

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

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

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

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 2018) FAR

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

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<p>Part 12 Clauses (CONTINUED)</p> <p>52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) FAR</p> <p>52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016) FAR</p> <p>52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) FAR</p> <p>52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) FAR</p> <p>52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS (JUN 2016) FAR</p> <p>252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS</p> <p>252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS</p> <p>252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) DFARS</p> <p>252.204-7015 NOTICE OF AUTHORIZED DISCLOSURE OF INFORMATION FOR LITIGATION SUPPORT (MAY 2016) DFARS</p> <p>L01 ELECTRONIC AWARD TRANSMISSION (SEP 2016)</p> <p>52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (OCT 2015) FAR</p> <p>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</p> <p>52.211-5 MATERIAL REQUIREMENTS (AUG 2000) FAR</p> <p>52.211-16 VARIATION IN QUANTITY (APR 1984) FAR As prescribed in 11.703(a), insert the following clause:</p> <p>(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.</p> <p>(b) The permissible variation shall be limited to:</p> <p><u>1%</u> Percent increase [Contracting Officer insert percentage]</p> <p><u>1%</u> Percent decrease [Contracting Officer insert percentage]</p> <p>This increase or decrease shall apply to <u>1%</u>.*</p> <p style="text-align: right;">(End of clause)</p> <p>52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR</p> <p>C03 CONTRACTOR RETENTION OF SUPPLY CHAIN TRACEABILITY DOCUMENTATION (SEP 2016)</p> <p>52.216-19 ORDER LIMITATIONS (OCT 1995) FAR As prescribed in 16.506(b), insert a clause substantially the same as follows:</p> <p>(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than <u>100.00</u> [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the</p>		
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Part 12 Clauses (CONTINUED)

contract.

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

- (1) Any order for a single item in excess of **25,000** [insert dollar figure or quantity];
- (2) Any order for a combination of items in excess of **100,000** [insert dollar figure or quantity]; 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

As prescribed in [16.506](#)(e), insert the following clause:

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **30 DAYS FROM CONTRACT COMPLETION** [insert date].

(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)

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Part 12 Clauses (CONTINUED)

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).

combo

(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.

not applicable

(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

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

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Part 12 Clauses (CONTINUED)

(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.

not applicable

(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.

not applicable

(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

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

As prescribed in [243.205-71](#), use the following clause:

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

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

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

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including

- (1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and
- (2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

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Part 12 Clauses (CONTINUED)

- (2) Final adjustments under an incentive provision of the contract.
(End of clause)

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013) DFARS

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

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

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

52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) FAR

As prescribed in 47.305-16(b)(1), insert the following clause:

(a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of container: Wood Box ☐ Fiber Box ☐ Barrel ☐ Reel ☐ Drum ☐ Other (Specify) ;
- (ii) Shipping configuration: Knocked-down ☐ Set-up ☐ Nested ☐ Other (specify) ;
- (iii) Size of container: " (Length), × " (Width), × " (Height) = Cubic Ft;
- (iv) Number of items per container each;
- (v) Gross weight of container and contents Lbs;
- (vi) Palletized/skidded ☐ Yes ☐ No;
- (vii) Number of containers per pallet/skid ;
- (viii) Weight of empty pallet bottom/skid and sides Lbs;
- (ix) Size of pallet/skid and contents Lbs Cube ;
- (x) Number of containers or pallets/skids per railcar *
- (A) Size of railcar
- (B) Type of railcar
- (xi) Number of containers or pallets/skids per trailer *
- (A) Size of trailer Ft
- (B) Type of trailer

* Number of complete units (line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation ;
- (ii) Tender/Tariff ;
- (iii) Item .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which

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Part 12 Clauses (CONTINUED)

differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

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

52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) FAR

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

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998) FAR

As prescribed in [52.107\(b\)](#), insert the following clause:

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):

FAR: <https://www.acquisition.gov/?q=browsefar>

DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of clause)

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

Attachments

List of Attachments

File Name	Description
ATTACH_Attach_1_SOW	SPE302-19-R-0003 Produce Oahu Scho
ATTACH_Attach_2_SOI	SPE302-19-R-0003 Produce Oahu Scho
ATTACH_Attach_3_New_It ems_Form	SPE302-19-R-0003 Produce Oahu Scho
ATTACH_Attach_4_Custo mer_List	SPE302-19-R-0003 Produce Oahu Scho
ATTACH_Attach_5_FFAVO RS_Manual	SPE302-19-R-0003 Produce Oahu Scho
ATTACH_Attach_6_QSMV _Quality_Audits	SPE302-19-R-0003 Produce Oahu Scho
ATTACH_Attach_7_Revers e_Auction	SPE302-19-R-0003 Produce Oahu Scho

Part 12 Provisions

52.212-1 INSTRUCTIONS TO OFFERORS - COMMERCIAL ITEMS (OCT 2018) FAR

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 2018) FAR

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

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

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Part 12 Provisions (CONTINUED)

(a) Definitions. As used in this provision --

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

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

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

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

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

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

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

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

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

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

“Sensitive technology” --

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

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

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

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Part 12 Provisions (CONTINUED)

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

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

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

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

(1) Is at least 51 percent unconditionally and directly owned (as defined at 13 CFR 124.105) by --

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and

(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

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

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

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

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

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

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

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

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

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

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

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and

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Part 12 Provisions (CONTINUED)

certifications posted electronically on SAM.]

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

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

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

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

(4) Small disadvantaged business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c) (1) of this provision.] The offeror represents, that it ☐ is, ☐ is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

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

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

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

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

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

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

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

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

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

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

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

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

(ii) It ☐ is, ☐ is not a HUBZone joint venture that complies with the requirements of 13 CFR Part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for each HUBZone small business concern participating in the HUBZone joint venture. [The offeror shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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Part 12 Provisions (CONTINUED)

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

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

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

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

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

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

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

(2) Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

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

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

Line Item No.	Country of Origin

[List as necessary]

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Part 12 Provisions (CONTINUED)

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

Other Foreign End Products:

Line Item No.	Country of Origin

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR [Part 25](#).
(2) Buy American --Free Trade Agreements --Israeli Trade Act Certificate, Alternate I. If Alternate I to the clause at FAR [52.225-3](#) is included in this solicitation, substitute the following paragraph (g)(1)(ii) for paragraph (g)(1)(ii) of the basic provision:

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products as defined in the clause of this solicitation entitled “Buy American --Free Trade Agreements --Israeli Trade Act”:

Canadian End Products:

Line Item No.

[List as necessary]

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

(g)(1)(ii) The offeror certifies that the following supplies are Canadian end products or Israeli end products as defined in the clause of this solicitation entitled “Buy American --Free Trade Agreements --Israeli Trade Act”:

Canadian or Israeli End Products:

Line Item No.	Country of Origin

[List as necessary]

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

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

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

Line Item No.	Country of Origin

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[List as necessary]

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

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

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

Other End Products:

Line Item No	Country of Origin

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

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

(1) Listed end products.

Listed End Product	Listed Countries of Origin

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

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

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

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

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

(2) ☐ Outside the United States.

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

☐ (1) Maintenance, calibration, or repair of certain equipment as described in FAR [22.1003-4\(c\)\(1\)](#). The offeror ☐ does ☐ does not certify that --

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

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

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

☐ (2) Certain services as described in FAR [22.1003-4\(d\)\(1\)](#). The offeror ☐ does ☐ does not certify that --

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

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

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

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

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

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

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

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

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection

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Part 12 Provisions (CONTINUED)

requirements of [31 U.S.C. 7701\(c\) and 3325\(d\)](#), reporting requirements of [26 U.S.C. 6041, 6041A, and 6050M](#), and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

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

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization.

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(5) Common parent.

☐ Offeror is not owned or controlled by a common parent;

☐ Name and TIN of common parent:

Name _____.

TIN _____.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at [9.108-2\(b\)](#) applies or the requirement is waived in accordance with the procedures at [9.108-4](#).

(2) Representation. The Offeror represents that --

(i) It ☐ is, ☐ is not an inverted domestic corporation; and

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

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

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

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

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

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

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

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

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

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

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

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Part 12 Provisions (CONTINUED)

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

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

Immediate owner CAGE code: ____.

Immediate owner legal name: ____.

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

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

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

Highest-level owner CAGE code: ____.

Highest-level owner legal name: ____.

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

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

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

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

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

(2) The Offeror represents that --

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

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

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

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

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

Predecessor CAGE code: (or mark "Unknown")

Predecessor legal name:

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

(s) [Reserved].

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

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

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

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

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

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

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

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Part 12 Provisions (CONTINUED)

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

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

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (OCT 2018), 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

52.203-18 PROHIBITION ON CONTRACTING WITH ENTITIES THAT REQUIRE CERTAIN INTERNAL CONFIDENTIALITY AGREEMENTS OR STATEMENTS-REPRESENTATION (JAN 2017) FAR

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

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Part 12 Provisions (CONTINUED)

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 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

As prescribed in [7.203](#), insert the following provision:

(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

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Part 12 Provisions (CONTINUED)

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)

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) FAR

(a) Definitions. As used in this provision -

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

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

(1) The total value of all current, active contracts and grants, including all priced options; and

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

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

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

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

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

(i) In a criminal proceeding, a conviction.

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

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

(A) The payment of a monetary fine or penalty of \$5,000 or more; or

(B) The payment of a reimbursement, restitution, or damages in excess of \$100,000.

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

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

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

(End of provision)

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

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

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Part 12 Provisions (CONTINUED)

within the preceding 24 months.
(End of provision)

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

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

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

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

(b) The Offeror represents that-

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

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

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

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)

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

252.215-7008 ONLY ONE OFFER (OCT 2013) DFARS

L09 REVERSE AUCTION (OCT 2016)

52.216-1 TYPE OF CONTRACT (APR 1984) FAR

As prescribed in [16.105](#) , complete and insert the following provision

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

(End of provision)

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Part 12 Provisions (CONTINUED)

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

Basic. As prescribed in [225.1101](#)(1) and (1)(i), use the following provision:

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program --Basic clause of this solicitation.

(b) *Evaluation.* The Government --

- (1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American and Balance of Payments Program --Basic clause of this solicitation, the offeror certifies that --

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
-------------------------	--------------------------

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

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
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(End of provision)

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

As prescribed in [225.1101](#)(1) and (1)(ii), use the following provision, which adds "South Caucasus/Central and South Asian (SC/CASA) state" and "South Caucasus/Central and South Asian (SC/CASA) state end product" in paragraph (a), and replaces "qualifying country end products" in paragraphs (b)(2) and (c)(2) with "qualifying country end products or SC/CASA state end products":

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "domestic end product," "foreign end product," "qualifying country," "qualifying country end product," "South Caucasus/Central and South Asian (SC/CASA) state," "South Caucasus/Central and South Asian (SC/CASA) state end product," and "United States," as used in this provision, have the meanings given in the Buy American and Balance of Payments Program --Alternate I clause of this solicitation.

(b) *Evaluation.* The Government --

- (1) Will evaluate offers in accordance with the policies and procedures of part 225 of the Defense Federal Acquisition Regulation Supplement; and
- (2) Will evaluate offers of qualifying country end products or SC/CASA state end products without regard to the restrictions of the Buy American statute or the Balance of Payments Program.

(c) *Certifications and identification of country of origin.*

(1) For all line items subject to the Buy American and Balance of Payments Program --Alternate I clause of this solicitation, the offeror certifies that --

- (i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and
- (ii) For end products other than COTS items, components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

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Part 12 Provisions (CONTINUED)

(2) The offeror certifies that the following end products are qualifying country end products or SC/CASA state end products:

<u>Line Item Number</u>	<u>Country of Origin</u>
-------------------------	--------------------------

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

<u>Line Item Number</u>	<u>Country of Origin (If known)</u>
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(End of provision)

L06 AGENCY PROTESTS (DEC 2016)

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.

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

As prescribed in [52.107\(a\)](#), insert the following provision:

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

FAR: <https://www.acquisition.gov/?q=browsefar>

DFARS: <https://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

DLAD: <http://www.dla.mil/HQ/Acquisition/Offers/DLAD.aspx>

(End of provision)

52.233-2 SERVICE OF PROTEST (SEP 2006) FAR

(a) Protests, as defined in section 31.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from . [Contracting Officer designate the official or location where a protest may be served on the Contracting Officer.]

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

(End of Clause)

CONTINUATION OF BLOCKS FROM SF 1449**Block 8**

Offer Due Date/Local Time: **April 8, 2019 at 8:00 AM** Hawaii Time Zone

Block 9

OFFER DUE DATE -- Proposals shall be received on or before the deadline of **April 8, 2019, at 8:00 am Hawaii Standard Time (HST).**

Proposals shall be submitted by email only. Faxed proposals will **not** be accepted.

Proposal shall be emailed to: Mickey Skiles at mickey.skiles@dla.mil and Amy Wong at amy.wong@dla.mil on or before the deadline.

The Email Subject Line shall be titled as follows:

Subject: Request for Proposal SPE302-18-R-0004_Name of Vendor

Example: **Request for Proposal SPE302-18-R0004_Big Red Company**

Block 10

NAICS: 311991

Size Standard: 500 Employees

Block 17a

- Offeror's assigned Data Universal Numbering System (DUNS) Number: _____
- Offeror's assigned Contractor and Government Entity (CAGE) Code: _____
- Fax Number(s): _____
- Email Address: _____

(If you do not have a DUNS number, contact the individual identified in Block 7a of the SF 1449 or see 52.212-1, Instructions to Offerors—Commercial Items (paragraph j) for information on contacting Dun and Bradstreet.)

Block 17b

Remittance Address: (if different from Contractor/Offeror address in block 17a of the SF 1449.)

Blocks 19-22

See Statement of Work and Schedule of Items

AUTHORIZED NEGOTIATORS:

The offeror represents that the following persons are authorized to negotiate on its behalf with the Government in connection with this request for proposal. Please list names, titles, telephone numbers, facsimile numbers, and emails for each authorized negotiator.

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

Provide the following information for ordering, invoicing and payment purpose, and Accounts Receivable Over 30-Days Reporting

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

Phone Number: _____

Email & Fax Number: _____

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

Phone Number _____

Email & Fax Number _____

CAUTION NOTICE

THE CONTENT AND STRUCTURE OF SOLICITATION SPE302-19-R-0003 IS NEW. PLEASE READ CAREFULLY BEFORE SUBMITTING YOUR OFFER.

The awardee will be required to have a computer system capable of accepting delivery orders and processing Electronic Data Interchange (EDI) transactions. This contract will require the contractor to have electronic commerce/electronic data interchange EC/EDI capabilities.

All contractors who choose to conduct business with the Department of Defense must now be registered in the System of Award Management (SAM) database. In addition, we encourage all vendors who receive contract awards as a result of this solicitation to access the "Dynamic Small Business Search" feature of SAM to identify potential suppliers and teaming partners for this initiative. You may go to the System of Award Management at www.sam.gov and click on the "Dynamic Small Business Search" button. When making your procurement decisions we encourage one's consideration of local business as a means to nurture small business and local economies.

All contractors who receive awards as a result of this initiative are encouraged to utilize the SBA SUBNet database to assist them in further identifying additional small business sources of supply. Vendors may post notices of sources sought for teaming partners and subcontractors on future contracts. Small business can review this web site to identify opportunities in their area of expertise. You may access the SBA PRONet database through the SBA Website at www.sba.gov.

Included in their proposal submission, offerors are required to substantiate Delivered Prices for all items in the Schedule of Items, with invoices / quotes for all tiers offered on. See section XXXVIII, para. D, item 2, for more information.

CONTRACTOR CODE OF BUSINESS ETHICS (OCT 2015)

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733).

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

RAPID GATE, DEFENSE BIOMETRIC IDENTIFICATION SYSTEM (DBIDS) REQUIREMENT and/or OTHER SECURITY PROGRAMS

Many bases may require enrollment in a particular system for base security such as RapidGate, the Defense Biometric Identification System (DBIDS), or other similar system(s). Such systems manage access to Department of Defense (DoD) installations, and will not allow entry without clearance. During the contract start-up/ implementation period, the

Contractor must contact all customer locations to determine whether enrollment in RapidGate, DBIDS, or another security program is required for access to each location. If RapidGate, DBIDS, or other security enrollment is required, the Contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have clearance may result in a vendor being turned away from the base and being unable to complete delivery. The Contractor is responsible for any costs associated with RapidGate, DBIDS, and/or other security program enrollment and must ensure that a properly enrolled driver is available for all deliveries. We currently estimate that RapidGate or DBIDS enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate, DBIDS or other security enrollment may vary, so the Contractor should contact the specific security system contractor to determine its own costs. If more than one driver is required, enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment is encountered during the start-up/implementation period, the Contractor MUST contact the specific security system contractor and/or the Security Officer at the applicable customer locations to resolve any issues with processing enrollment so that the Contractor will be able to deliver as required.

For additional information on current base security systems including RapidGate and DBIDS, including enrollment instructions, please visit their websites at www.rapidgate.com and <http://dbids.dmdc.mil/DBIDS>.

NOTICE TO OUR VALUED SUPPLIERS

The following attached forms require information to be furnished by each offeror. Any questions may be directed in writing to the Contract Specialist by email listed on the cover sheet of this solicitation.

Deadline to submit questions is March 25, 2019 12noon HST. Only salient questions that were not answered in the solicitation and have direct relationship to the offeror's submissions will be provided in an Amendment format.

PROPOSAL SUBMISSION:

Each offeror is required to submit the following with its proposal:

1. Submit proof of a valid / current Perishable Agricultural Commodities Act (PACA) License?
2. Submit a valid USDA Good Agricultural Practices ("GAP") and Good Handling Practices ("GHP") or independent third-party certifying company audit inspection report(s) / certificate for each place of performance?
3. Submit required information concerning financial arrangements under which you receive money from your Suppliers. I.e. manufacturer, grower, private label holder, or redistributor (when the Redistributor Exception applies)? Note: a negative response is required.
4. Sign and Return any/all amendments
5. Return one (1) complete copy of the solicitation
6. A copy of the Schedule of Item Spreadsheet

Each offeror should also:

1. Review the Addendum to FAR 52.212-1 (Instructions to Offerors – Commercial Items), FAR 52.212-2 (Evaluation – Commercial Items), and FAR 52.212-4 (Contract Terms and Conditions – Commercial Items)
2. Complete Standard Form 1449: 17a, 30a, b and c
3. Complete all Supplies/Prices "Schedule of Items" sheets (Offered Prices) and Qualifications
4. Complete the CAGE Code and DUNS
5. Complete all of the following and any additional Offeror Representations and Certifications:
 - AUTHORIZED NEGOTIATORS
 - FAR 52.212-3 Offeror Representations and Certifications -- Commercial Items. (Standard Form 1449)
 - DFARS 252.209-7998 Representation Regarding Conviction of a Felony Criminal (Standard Form 1449)
 - DFARS 252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Tax Liability or a Felony Conviction under any Federal Law. (Standard Form 1449)
 - FAR 52.215-6 PLACE OF PERFORMANCE
6. ALL VENDORS MUST BE REGISTERED IN THE SYSTEM FOR AWARD MANAGEMENT (SAM) TO RECEIVE AN AWARD. SEE CLAUSE 52.212-4(t)

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

Please submit the CAGE Code: _____

NOTE: The list of proposal submission requirements is for convenience purposes only. This list is not intended to be all-inclusive. Offerors are responsible for carefully reviewing the entire solicitation to ensure they submit all information required by the solicitation.

STATEMENT OF WORK

I. INTRODUCTION

- A. The Defense Logistics Agency (“DLA”) Troop Support Indo-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) United States Department of Agriculture (USDA) School Customers, Island of Oahu, 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 non-Department of Defense school 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, FAR 15.101-2. 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. For this acquisition, the Government intends to evaluate offers and award a contract without discussions with offerors. Therefore, the offeror's initial offer should contain the offeror's best terms from a price and technical standpoint. However, the Government reserves the right to conduct negotiations if later determined by the Contracting Officer to be necessary. The Government may reject any or all offers if such action is in the public interest, and waives informalities and minor irregularities in offers received. If discussions are held, initial responses to negotiations shall be in a form of communication customary in the industry for transmitting information to include phone, facsimile transmission, letter, in-person and e-mail. However, any information provided during negotiations, to include all changes to the initial offer, must be reduced to writing and transmitted to the contracting by the time and date specified at the time of Final Proposal Revisions. Information not submitted to the DLA TROOP SUPPORT Business Opportunities Office by the specified date and time will not be considered by the Government during final evaluations.
- F. 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)).
- G. 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 4.5 years commencing on the effective date of the contract.

III. TIERS

- A. The resultant IQC may be for a total of 4.5 years (three [18 month] period) commencing on the effective date of the IQC contract. The first tier will include a start-up period, see paragraph V. CONTRACT START-UP PERIOD The ordering period of the contract shall commence with placement of the first customer order, on or after Sunday:
Tier 1 June 16, 2019 to December 19, 2020 18 months
Tier 2 December 20, 2020 to June 18, 2022 18 months

Tier 3 June 19, 2022 - December 23, 2023 18 months

- B. The Distribution Prices offered on each tier period will be calculated with the Delivered Price (see Economic Price Adjustment [EPA] Clause), proposed for each evaluated item. The Distribution Price for each tier period may be offered as a dollar value, increase or decrease. Changes expressed as a percentage will not be accepted.
- C. Failure to propose an increase or decrease of distribution prices in the tiers will be considered, and evaluated as, no change per tier period.

IV. ESTIMATED DOLLAR VALUE / GUARANTEED MINIMUM / MAXIMUM

- A. The following chart contains the 18-month estimated dollar value for Tier 1, and the overall 4.5 year period, along with the 10% guaranteed minimum of Tier 1 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 first 18-month tier and 4.5-year estimated dollar values, respectively.

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 period said obligation is met within.

Oahu	18-month Estimate	10% Minimum	4.5 Year Estimate (Total Including All Tiers)	Maximum 4.5-year Estimated (All Tiers)
Non DoD Schools Customers	\$2,605,000.00	\$260,500.00	\$7,975,000.00	\$9,500,000.00

The term “estimate” refers to the Agency’s good faith estimate of the requirement for the specific period 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 (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 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. 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 Indo-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 Indo-Pacific (if required) and add the item to the ordering catalog. 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 Contracting 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 case-by-case 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 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 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 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 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 (DNAD) – 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 Department of Defense customers 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 Schools 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 Non-DoD school customers that is deemed by the Contracting Officer to be outside the contract's geographic distribution region/zone.
 - (b) An existing non-DoD school 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. USDA, and other school 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.
- D. The contractor(s) shall treat each of the customers covered under the contract(s) as one of its best customers. Therefore, any treatment and/or customer service policy given to other essential accounts shall also be given to the customers covered under the resulted contract(s).

XII. ORDERING SYSTEMS (ONLY FFAVORS APPLIES)

- A. Subsistence Total Order & Receipt Electronic System (“STORES”): DOD customers will order using the STORES catalog as applicable.
- B. 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 School Customers List.**
- 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 manual)**.

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.
- 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 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. Some of the schools 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. 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>.
- C. All invoices submitted by the Contractor must be "clean", i.e. all debits and/or credits

must be reflected on the invoice prior to its submission. 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.

- D. **All internal debit/credit transactions must be completed prior to the submission of the invoice.** Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The Contractor will be responsible for correction and re-submission.
- E. The same invoice cannot be submitted with different dollar amounts.
- F. The invoices do not go through a testing phase. The Contractor immediately begins sending its invoices in once it has successfully sent its first 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 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

1. 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)

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-> 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.

3. Monthly Accounts Receivable (A/R) Over 30-Day Report: It is the Contractor's responsibility to utilize the FFAVORS Invoicing Tool to ensure prompt payment. The Contractor is required to submit an A/R Report Over 30-Day Report and have all issues resolved within 90 days. See Management Report XXXVI. MANAGEMENT REPORTS.

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. For Schools 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/DoDAApprovedFoodSources.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/pdffiles/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/DoDAApprovedFoodSources.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. 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. Contractor's Accounts Receivable (A/R) Over 30-Days Report: The purpose of providing DLA Troop Support Contracting Office the A/R Report is to ensure the contractor be promptly paid and there be no unliquidated obligations (ULO) on record. Any items still on the Accounts Receivable Report Over 60-Days must be resolved by Contractor and notification is required to Contracting Officer to assist in meeting this requirement.
 - 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. Upon request, 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. Upon Request 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.
 7. Upon Request 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
- B. Upon request, 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 Indo-Pacific will perform administration of the contract. The DLA Troop Support Indo-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 Per Pound – Multiple Tiers:

- a. Multiple Tiers: Only one Distribution Price shall be offered for all items in each Tier Period. Offerors may propose a different Distribution Price per Tier Period. In the event that an offeror includes a Distribution Price for only one Tier but through its proposal submission indicates that it had intended to submit a proposal for multiple Tiers covered by the Solicitation, the Contracting Officer will interpret the offeror's omission of a separate Distribution Price for the other Tiers as its willingness to retain the same Distribution Price as the Tier 1 was provided for and apply it to all Tiers. Per this provision, this interpretation by the Contracting Officer is reasonable and acceptable by the offeror.

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 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 **January 6, 2019 through Saturday, February 2, 2019** 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 Per Pound

- 1. The offeror shall provide Distribution Prices for Schools) and for each period, as discussed in paragraph A.3. of this section. 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 first Tier Period does not have to be equal to the Distribution Prices for all Tier Periods. These prices can differ or remain the same as the Tier 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, January 6, 2019 through Saturday, February 2, 2019.**
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 did not 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.

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

1. Please complete the attached schedule of items. The Government has provided you with the customers' requirements and auto calculations as follows:

The Schedule of Items is an excel spreadsheet. Please be sure to complete all Tiers. Please fill in the white boxes only. There is a white box on Row 3 Column C for the vendor name, white boxes across Row 3 for the distribution price per pound for Tier 1, Tier 2 and Tier 3. On Column B, white boxes add in your product code, Column C your source information from which state is supplying each item. Complete Column H for each per case delivered price.

The spreadsheet will automatically per line item calculate and extend the case delivered, case distribution prices, and totals for each tier and aggregate total price (Row 81 and 82). All prices must be rounded to two places to the right of the decimal point using standard rounding methods (see paragraph A.2. above). **Distribution Prices Per Pound per Tier 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, even if this is the case enter a distribution price. As a reminder, all offerors

must submit **ONE DISTRIBUTION PRICE PER POUND** per Tier Period that will apply to every item in the Schedule of Items. Multiple Distribution Prices within the same Tier period will not be accepted. When preparing the spreadsheet, case prices must appear in the each item from Item #1 to #74.

THIS SPREADSHEET MUST BE USED TO INSERT THE REQUIRED PRICING DATA. ALL FIELDS IN THE SPREADSHEET MUST BE COMPLETED AND MUST BE INCLUDED ALONG WITH THE EMAILED DELIVERED OFFER.

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

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: See Addendum to FAR 52.212-1, Instructions to Offerors -- Commercial Items

Solicitation Provisions

Addendum to FAR 52.212-1, Instructions to Offerors -- Commercial Items

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

1. Paragraph (b). *Submission of offers.*

See Standard Form 1449 (Continuation Sheet), Attachment -1, for any specific instructions on how to submit your offer if mailed, hand carried or faxed (when authorized).

Faxed offers **ARE NOT** authorized for this solicitation. **Please submit offers via Email.**

OFFER DUE DATE -- Proposals shall be received on or before the deadline of **April 8, 2019, at 8:00 am Hawaii Standard Time (HST).**

Proposals shall be submitted by email only. Faxed proposals will not be accepted. Proposal shall be emailed to: Mickey Skiles at mickey.skiles@dla.mil and Amy Wong at amy.wong@dla.mil on or before the deadline.

The Email Subject Line shall be titled as follows:

Subject: Request for Proposal SPE302-18-R-0004_Name of Vendor

Example: Request for Proposal SPE302-18-R0004_Big Red Company

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

Please email any questions to Mickey Skiles at mickey.skiles@dla.mil and [Amy](#) Wong at amy.wong@dla.mil

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

- 1. Name/CAGE Code: Column C3**
- 2. Your Product Code: Column B**
- 3. Your Source: Column C**
- 4. Pricing PER CASE deliver price: Column H**
- 5. Tier 1 Pricing Distribution Fee PER POUND: Column L3**
- 6. Tier 2 Pricing Distribution Fee PER POUND: Column Q3**
- 7. Tier 3 Pricing Distribution Fee PER POUND: Column V3**

The SOI will automatically calculate the extended case prices.

1. Paragraph (c) Period for acceptance of offers.

☒ Period of acceptance is 120 days.

2. Paragraph (e) Multiple offers.

☐ Alternative commercial items may not be considered for award on this instant acquisition, however, may be utilized for market research on future requirements.

3. Paragraph (h) Multiple awards.

☒ The Government intends to make one award under this solicitation.

Addendum to FAR 52.212-2, Evaluation -- Commercial Items

The following paragraphs of 52.212-2 are amended as indicated below:

(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:

1. **Pricing** – Pricing is required for all items found in the Schedule of Items. The Government will perform an aggregate price analysis for all items found in the Schedule of Items. To determine an offeror's evaluated aggregate price, the estimated quantities in the Schedule of Items will be multiplied by the unit prices to determine the lowest aggregate price to the Government. Offered prices, on an individual line item basis, will be evaluated to determine fair and reasonableness with the ultimate award decision being based on the lowest evaluated aggregate price per group. The government reserves the right to remove item(s) from the schedule of Items or do a common item comparison if offerors do not submit pricing for all items.

2. **Technical Acceptability** – A technically acceptable offer is an offer that takes no exceptions to the terms and conditions in the solicitation and complies fully with all submission requirements. A proposal that takes exception to solicitation terms and conditions or that fails to comply with all submission requirements may be deemed technically unacceptable and, thus, may be found ineligible, and removed from further consideration, for the award. By submitting a proposal with no exceptions, an offeror is confirming it possesses the necessary facilities, equipment, technical skills and capacity to successfully provide all items required by this solicitation.

GOVERNMENT QUALIFICATIONS

ALL ITEMS TO BE AWARDED WILL BE AWARDED TO ONE OFFEROR. THE GOVERNMENT RESERVES THE RIGHT TO AWARD A CONTRACT OF LESS THAN ALL ITEMS IF DELETION WILL BE IN THE GOVERNMENT'S BEST INTEREST.

Technical and past performance, when combined, are not applicable.

(b) Paragraph (b) is deleted in its entirety as they are no options for this procurement.

(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.

FAR 52.215-6, Place of Performance (October 1997)

- (a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend [check applicable block] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.
- (b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance (Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

Contract Clauses

Addendum to FAR 52.212-4 Contract Terms and Conditions -- Commercial Items

The following paragraph(s) of 52.212-4 are amended as indicated below:

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

“Inspection and acceptance of products will be performed at destination. The authorized receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer and/or the authorized receiving official.”

2. Paragraph (c), Changes, is deleted in its entirety and replaced with the following:

(b) Changes.

(1) In addition to bilateral modifications, the Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

(2) The Contracting Officer may at any time, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

- (i) Method of shipment or packing;
- (ii) Place, manner, or time of delivery.

(3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.

3. Paragraph (m), Termination for Cause

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

(m) *Termination for Cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in

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

4. Paragraph (o), Warranty, is revised to add the following:

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

5. Paragraph (r) Compliance with laws unique to Government contracts is revised to include the following:

(r) The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

6. Paragraph (t) System for Award Management.

Add the following paragraph:

1. Definitions.

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

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

- (1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or
- (2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an "NCAGE code".

"Data Universal Number System (DUNS) Number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

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

“Registered in the System for Award Management database” means that—

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;
- (2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database. The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service. The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and
- (3) The Government has marked the record “Active”.

252.216-7006 ORDERING (MAY 2011)

(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 **June 16, 2019 through December 23, 2023, not to exceed \$9,500,000.00, whichever occurs first.**

(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)

52.216-22 –Indefinite Quantity (Oct 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the “maximum.” The Government shall order at least the quantity of supplies or services designated in the Schedule as the “minimum.”
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor’s and Government’s rights and obligations with respect to that order to the same extent as if the order were completed during the contract’s effective period; provided, that the

Contractor shall not be required to make any deliveries under this contract after December 23, 2023.
(End of Clause)

NoN-DoD USDA Schools - SCHEDULE OF ITEMS											
Base Period (18 Months)											
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	624	\$0.00	\$0.00	\$ -	\$ -	\$0.00	\$ -
2	14M11	APPLE R/D 100 CT 1/40 LB CS	40	CS	2,139		0	\$ -	\$ -	\$ -	\$ -
3	14M10	APPLE R/D 125-138 CT 1/40 LB CS	40	CS	3,841		0	\$ -	\$ -	\$ -	\$ -
4	15N47	APPLE R/D 125-138 CT 1/5 LB CS	5	CS	531		0	\$ -	\$ -	\$ -	\$ -
5	16Z98	APPLES FRESH RED DEL USXF 100 CT 5 LB CS	5	CS	243		0	\$ -	\$ -	\$ -	\$ -
6	16Z07	APPLES FUJI FRESH 100-113 CT 40 LB CS	40	CS	1,616		0	\$ -	\$ -	\$ -	\$ -
7	18A33	BEAN SPROUTS FRESH 5 LB BAG	5	BG	419		0	\$ -	\$ -	\$ -	\$ -
8	16P62	BOK CHOY 1/5 LB CO	5	CO	69		0	\$ -	\$ -	\$ -	\$ -
9	16P24	BROCCOLI FLORETS CHL US#1 1/5 LB BG	5	BG	4,962		0	\$ -	\$ -	\$ -	\$ -
10	15N52	CABBAGE CHL GRN SHRD 1/5 LB PG	5	PG	11,228		0	\$ -	\$ -	\$ -	\$ -
11	18B14	CABBAGE FRESH CHINESE WON BOK 5 LB CS	5	CS	1,862		0	\$ -	\$ -	\$ -	\$ -
12	16P47	CABBAGE GRN US#1 1/50 LB CS	50	CS	847		0	\$ -	\$ -	\$ -	\$ -
13	15N56	CABBAGE GRN US#1, 3 CT, 1/5 LB CS	5	CS	2,962		0	\$ -	\$ -	\$ -	\$ -
14	16N33	CABBAGE RED , 2-3 CT, 1/5 LB BG	5	BG	722		0	\$ -	\$ -	\$ -	\$ -
15	14J94	CANTALOUPE US#1 12-15 CT 1/35 LB CS	35	CS	671		0	\$ -	\$ -	\$ -	\$ -
16	15Q60	CARROT CHL BABY WHL 1/5 LB BG	5	BG	11,414		0	\$ -	\$ -	\$ -	\$ -
17	16P70	CARROT CHL SHRD 1/5 LB PG	5	PG	550		0	\$ -	\$ -	\$ -	\$ -
18	15N54	CARROT CHL STICK 1/5 LB BG	5	PG	3,993		0	\$ -	\$ -	\$ -	\$ -
19	15A32	CARROT TOPPED 1/50 LB CS	50	BG	30		0	\$ -	\$ -	\$ -	\$ -
20	14M33	CARROT WHL 1/5 LB BG	5	CS	806		0	\$ -	\$ -	\$ -	\$ -
21	15A20	CELERY 3 CT 1/5 LB BG	5	BG	1,626		0	\$ -	\$ -	\$ -	\$ -
22	15P55	CELERY CHL STICK 1/5 LB CS	5	BG	2,874		0	\$ -	\$ -	\$ -	\$ -
23	16P06	CELERY, FRESH, 24-36 CT	50	CS	66		0	\$ -	\$ -	\$ -	\$ -
24	16P51	COLE SLAW MIX CHL 1/5 LB BG	5	CS	761		0	\$ -	\$ -	\$ -	\$ -
25	16P98	CUCUMBER 1/5 LB CS	5	BG	1,042		0	\$ -	\$ -	\$ -	\$ -
26	16Z43	CUCUMBERS, FRESH, US FANCY NO.1, 36 CT	25	CS	154		0	\$ -	\$ -	\$ -	\$ -
27	16A00	GINGER ROOT FRESH 1 LB PG	1	CS	427		0	\$ -	\$ -	\$ -	\$ -
28	14P04	HONEYDEW US#1 1/25 LB CS	25	PG	1,025		0	\$ -	\$ -	\$ -	\$ -
29	16L91	LETTUCE CHL CHOP 4/5 LB BG	20	CS	156		0	\$ -	\$ -	\$ -	\$ -
30	16L93	LETTUCE CHL SHRD 1/5 LB BG	5	BG	2,442		0	\$ -	\$ -	\$ -	\$ -
31	15P10	LETTUCE IBERG CLN&TRM 1/30LBCS	30	BG	151		0	\$ -	\$ -	\$ -	\$ -
32	16V67	LETTUCE ICEBERG CELLO 3 CT 1/5 LB CS	5	CS	532		0	\$ -	\$ -	\$ -	\$ -
33	16W17	LETTUCE LEAF GREEN 24 CT 1/20 LB CS	20	CS	2,202		0	\$ -	\$ -	\$ -	\$ -
34	16W60	LETTUCE LEAF RED US#1 1/15 LB CS	15	CS	142		0	\$ -	\$ -	\$ -	\$ -

NoN-DoD USDA Schools - SCHEDULE OF ITEMS											
Base Period (18 Months)											
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	17T75	LETTUCE RED LEAF 5 LB CS	5	CS	279		0	\$ -	\$ -	\$ -	\$ -
36	16Z78	LETTUCE ROMAINE CHOPPED 5 LB BG	5	CS	8,544		0	\$ -	\$ -	\$ -	\$ -
37	16P33	LETTUCE ROMAINE US#1 24 CT 1/35 LB CS	35	BG	1,433		0	\$ -	\$ -	\$ -	\$ -
38	16D47	LETTUCE ROMAINE US#1 5 LB CO	5	CS	5,611		0	\$ -	\$ -	\$ -	\$ -
39	16Z52	LETTUCE, GREEN LEAF, FRESH, 6 LB CS	6	CO	3,706		0	\$ -	\$ -	\$ -	\$ -
40	16W98	MUSHROOM 1/1 LB CO	1	CS	1,291		0	\$ -	\$ -	\$ -	\$ -
41	16P35	MUSHROOM US#1 1/10 ILB CS	10	CO	177		0	\$ -	\$ -	\$ -	\$ -
42	16P99	ONION DRY ANY (NO SPANISH) US#1 50 LB CS	50	CS	34		0	\$ -	\$ -	\$ -	\$ -
43	16D49	ONION GRN US#1 5 LB CO	5	CS	287		0	\$ -	\$ -	\$ -	\$ -
44	16Z75	ONIONS DRY YELLOW 5 LB BG	5	CO	1,768		0	\$ -	\$ -	\$ -	\$ -
45	18A12	ONIONS GREEN FRESH 1 BUNCH 1 LB	1	BG	1,622		0	\$ -	\$ -	\$ -	\$ -
46	14I54	ORANGE 1/5 LB BG	5	LB	431		0	\$ -	\$ -	\$ -	\$ -
47	15Q01	ORANGE 72 CT 1/35 LB CS	35	BG	2,636		0	\$ -	\$ -	\$ -	\$ -
48	14F10	ORANGE 80 CT 1/35 LB CS	35	CS	218		0	\$ -	\$ -	\$ -	\$ -
49	16Z40	ORANGES, FRESH, 113 CT, US NO 1, FANCY	35	CS	12,116		0	\$ -	\$ -	\$ -	\$ -
50	16Z32	ORANGES, FRESH, FANCY, 72-88 CT,	5	CS	235		0	\$ -	\$ -	\$ -	\$ -
51	18B13	PAPAYAS FRESH 3-4 CT 5 LB CS	5	BG	906		0	\$ -	\$ -	\$ -	\$ -
52	18B12	PAPAYAS FRESH 8-10 CT 25 LB CS	25	CS	897		0	\$ -	\$ -	\$ -	\$ -
53	17D04	PEPPER SWT BELL GRN MED 1/5 LB BG	5	CS	366		0	\$ -	\$ -	\$ -	\$ -
54	15P35	PEPPER SWT GRN BELL LG 25LB CS	25	BG	21		0	\$ -	\$ -	\$ -	\$ -
55	18A71	PEPPERS SWT FRESH YELLOW BELL 3 LB CS	3	lb	7		0	\$ -	\$ -	\$ -	\$ -
56	15M79	POTATO BAKING RUSSET 90 CT 1/50 LB CS	50	CS	125		0	\$ -	\$ -	\$ -	\$ -
57	16D45	POTATO BAKING RUSSET US#1 1/5 LB BG	5	CS	611		0	\$ -	\$ -	\$ -	\$ -
58	18A72	SALAD MIX IBERG/ROM/CAR/CAB 5 LB CS	5	BG	3,757		0	\$ -	\$ -	\$ -	\$ -
59	18B15	SPINACH FRESH READY-TO-USE 5 LB CS	5	CS	3,543		0	\$ -	\$ -	\$ -	\$ -
60	14M42	SQUASH FRESH ZUCCHINI 5 CT 5 LB CS	5	CS	1,031		0	\$ -	\$ -	\$ -	\$ -
61	15Q22	TOMATO 5X6 1/25 LB CS	25	CS	1,395		0	\$ -	\$ -	\$ -	\$ -
62	15Q21	TOMATO 6X6 1/25 LB CS	25	CS	1,637		0	\$ -	\$ -	\$ -	\$ -
63	18B17	TOMATOES FRESH 5X6 5 LB CS	5	CS	1,388		0	\$ -	\$ -	\$ -	\$ -
64	18B16	TOMATOES FRESH 6X6 5 LB CS	5	LB	1,885		0	\$ -	\$ -	\$ -	\$ -
65	15U07	TOMATOES GRAPE 1/5 LB CS	5	CS	1,092		0	\$ -	\$ -	\$ -	\$ -
66	16V34	VEG MIX CHOP SUEY CHL 5 LB BG	5	CS	5,451		0	\$ -	\$ -	\$0.00	\$ -
67	16B57	WATERCRESS LOOSE US#1/HAWAII #1 5 LB BG	5	CS	626		0	\$ -	\$ -	\$ -	\$ -
68	15W86	WATERMELON SDLS 1/35 LB CS 2/18LB AVG EA	35	BG	995		0	\$ -	\$ -	\$ -	\$ -

NoN-DoD USDA Schools - SCHEDULE OF ITEMS											
Base Period (18 Months)											
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
		Total Cases			129,250	TOTAL BASE PERIOD EVALUATION		\$ -	\$ -		\$ -

REQUEST FOR NEW ITEMS

Requested by: (Activity Name): _____

Contract # _____

DSCP Stock # NSN (if available): _____

Vendor Part/Item # _____

Complete Item Description: _____

Manufacture/Brand Name (if available): _____

Cost: _____ **Per Case** **Dist. Fee** _____ **Total Cost** _____ **Per Package**

Vendor's Unit of Issue: _____ **= DSCP's Unit of Measure** _____

Package Size: _____

Case Weight: _____

Pack: _____ **Bulk** _____ **Individually Wrapped Portions**

Item: _____ **Fresh** _____ **Chilled** _____ **Other**

Estimated Monthly Usage: _____ **Cases per month**

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

If yes, what is the stock number and description of the item for which usage will

be reduced? _____

Comments:

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

UPDATED: Sept 29, 2009

<u>SORT FLD</u>	<u>NAME</u>	<u>ADDRESS1</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
OHI001 YHI014	AIEA HIGH	98-1276 ULUNE STREET	AIEA	HI	96701
OHI001 YHI015	MILILANI HIGH SCHOOL	95-1200 MEHEULA PKWY	MILILANI	HI	96789
OHI001 YHI016	MOANALUA MIDDLE	1289 MAHIOLE STREET	HONOLULU	HI	96819
OHI001 YHI017	PEARL HARBOR ELEMENTARY SCHOOL	MOANALUA RIDGE	HONOLULU	HI	96818
OHI001 YHI018	RADFORD HIGH	4361 SALT LAKE BLVD	HONOLULU	HI	96818
OHI001 YHI019	RED HILL ELEMENTARY SCHOOL	1265 ALA KULA PLACE	HONOLULU	HI	96819
OHI001 YHI020	SOLOMON ELEMENTARY SCHOOL	2875 WAIANAE UKA AVENUE	WAIHAWA	HI	96786
OHI001 YHI021	HIGHLANDS INTERMEDIATE SCHOOL	1460 HOOLAULEA STREET	PEARL CITY	HI	96782
OHI001 YHI022	HONOWAI ELEMENTARY SCHOOL	94-600 HONOWAI STREET	WAIPAHU	HI	96797
OHI001 YHI111	WAIMALU ELEMENTARY SCHOOL	98-825 MOANALUA ROAD	AIEA	HI	96701
OHI001 YHI112	MOANALUA HGIH	2825 ALA LLIMA STREET	HONOLULU	HI	96819
OHI001 YHI113	MOKULELE ELEMENTARY SCHOOL	250 AUPAKA STREET, HAFB	HONOLULU	HI	96818
OHI001 YHI115	NIMITZ ELEMENTARY SCHOOL	520 MAIN STREET	HONOLULU	HI	96818
OHI001 YHI125	MAKAHA ELEMENTARY	84-200 ALA NAAUAO PLACE	WAIANAE	HI	96792
OHI001 YHI160	AIEA INTERMEDIATE	99-600 KULAWEA STREET	AIEA	HI	96701
OHI001 YHI161	ALIAMANU INTERMEDIATE	3271 SALT LAKE BLVD	HONOLULU	HI	96818
OHI001 YHI163	HALE KULA ELEMENTARY	WAIANAE AND AYERS AVENUE	SCHOFIELD BKS	HI	96558
OHI001 YHI164	HELEMANO SCHOOL	1001 IHI IHI AVENUE	WAIHAWA	HI	96786
OHI001 YHI165	HICKAM ELEMENTARY	MANZELMAN CIRCLE	HICKAM AFB	HI	96553
OHI001 YHI166	ILIAHI ELEMENTARY	2035 CALIFORNIA AVENUE	WAIHAWA	HI	96786
OHI001 YHI167	KAALA ELEMENTARY	130 CALIFORNIA AVENUE	WAIHAWA	HI	96786
OHI001 YHI168	KIPAPA ELEMENTARY	95-075 KIPAPA DRIVE	MILILANI	HI	96789
OHI001 YHI169	LEILEIHUA HIGH SCHOOL	1515 CALIFORNIA AVENUE	WAIHAWA	HI	96786
OHI001 YHI170	MAKALAPA	4435 SALT LAKE BLVD	HONOLULU	HI	96818
OHI001 YHI171	MOANALUA	1337 MAHIOLE STREET	HONOLULU	HI	96819
OHI001 YHI172	PEARL HARBOR KAI ELEMENTARY	C AVENUE AND CENTER DRIVE	HONOLULU	HI	96818
OHI001 YHI173	ALVAH SCOTT ELEMENTARY	98-1230 MOANALUA ROAD	AIEA	HI	96701
OHI001 YHI174	WAIHAWA ELEMENTARY	1402 GLEN AVENUE	WAIHAWA	HI	96786
OHI001 YHI175	WAIHAWA MIDDLE SCHOOL	275 ROSE STREET	WAIHAWA	HI	96786
OHI001 YHI176	WAIALUA ELEMENTARY SCHOOL	67-020 WAIALUA BEACH RD	WAIALUA	HI	96791
OHI001 YHI177	WAIALUA HIGH & INTER	67-160 FARRINGTON HWY	WAIALUA	HI	96791
OHI001 YHI178	WHEELER ELEM & INTER	WHEELER AFB	WAIHAWA	HI	96786
OHI001 YHI179	MILILANI MAUKA	95-1111 MAKAIKAI ST	MILILANI	HI	96789
OHI001 YHI180	AUGUST AHRENS SCHOOL	94-1170 WAIPAHU ST	WAIPAHU	HI	96797
OHI001 YHI181	BARBERS PT ELEMENTARY	3001 BOXER ROAD	KAPOLEI	HI	96707
OHI001 YHI182	CAMPBELL HIGH & INTER	91-884 FT WEAVER ROAD	EWA BEACH	HI	96706
OHI001 YHI183	EWA BEACH ELEMENTARY	91-740 PAPIPI ROAD	EWA BEACH	HI	96706
OHI001 YHI184	IROQUOIS PT ELEMENTARY	5553 CORMORANT AVENUE	EWA BEACH	HI	96706
OHI001 YHI185	MAILI ELEMENTARY	87-KULAAPUNI STREET	WAIANAE	HI	96792
OHI001 YHI186	MANANA ELEMENTARY	1147 KUMAO STREET	PEARL CITY	HI	96782
OHI001 YHI187	NANAKULI HIGH SCHOOL	89-980 NANAKULI AVE	WAIANAE	HI	96792
OHI001 YHI188	PALISADES ELEMENTARY	2306 AUHUUH STREET	PEARL CITY	HI	96782

OHI001 YHI190	PEARL CITY HIGH	2100 HOOKIEKIE	PEARL CITY	HI	96782
<u>SORT FLD</u>	<u>NAME</u>	<u>ADDRESS1</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
OHI001 YHI191	LEHUA ELEMENTARY	791 LEHUA AVENUE	PEARL CITY	HI	96782
OHI001 YHI192	WAIANAE ELEMENTARY	85-220 MCARTHUR STREET	WAIANAE	HI	96792
OHI001 YHI194	WAIANAE INTERMEDIATE	85-626 FARRINGTON HWY	WAIANAE	HI	96792
OHI001 YHI195	WAIPAHU ELEMENTARY	94-465 WAIPAHU STREET	WAIPAHU	HI	96797
OHI001 YHI196	WAIPAHU HIGH SCHOOL	94-1211 FARRINGTON HWY	WAIPAHU	HI	96797
OHI001 YHI197	ILIMA INTERMEDIATE	91-884 FT WEAVER RD	EWA BEACH	HI	96706
OHI001 YHI198	HOLOMUA SCHOOL	91-1561 KEAUNUI DRIVE	EWA BEACH	HI	96797
OHI001 YHI211	KAPOLEI ELEMENTARY SCHOOL	91-1119 KAMAAHA LOOP	KAPOLEI	HI	96707
OHI001 YHI215	MILILANI MIDDLE SCHOOL	95-1140 LEHIWA DRIVE	MILILANI	HI	96789
OHI001 YHI216	WAIKELE ELEMENTARY SCHOOL	94-1035 KUKULA STREET	WAIPAHU	HI	96797
OHI001 YHI225	KAPOLEI MIDDLE SCHOOL	91-5335 KAPOLEI PARKWAY	EWA BEACH	HI	96706
OHI001 YHI239	MILILANI IKE	95-1330 LEHIWA DRIVE	MILILANI	HI	96789
OHI001 YHI240	NANAIAKAPONO	98-153 MANO AVENUE	WAIANAE	HI	96792
OHI001 YHI241	KAPOLEI HIGH SCHOOL	91-5005 KAPOLEI PKWY	KAPOLEI	HI	96707
OHI001 YHI243	WAIPAHU INTERMEDIATE	94-455 FARRINGTON HWY	WAIPAHU	HI	96797
OHI001 YHI244	KEONEULA ELEMENTARY	91-970 KAILEOLEA DR	EWA BEACH	HI	96706
OHI001 YHI326	EWA MAKAI MIDDLE	91-6291 KAPOLEI PARKWAY	KAPOLEI	HI	96707
OHI007 YHI206	ST JOSEPH SCHOOL-WAIPAHU	94-651 FARRINGTON HWY	WAIPAHU	HI	96797
OHI008 YHI220	JUVENILE DETENTION FACILITIES	287 KAMOKILA BLVD	KAPOLEI	HI	96707
OHI009 YHI242	KAHI MOHALA	91-2301 OLD FT WEAVER RD	EWA BEACH	HI	96706
OHI010 YHI253	KAMAILE ACADEMY PCS	85-180 ALA AKAU STREET	WAIANAE	HI	96792
OHI033 YHI327	KA WAIHONA O KA NA'AUAO	89 - 195 FARRINGTON HIGHWAY	WAIANAE	HI	967924102
<u>SORT FLD</u>	<u>NAME</u>	<u>ADDRESS1</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
OHI002 YHI001	ALIOLANI SCHOOL	1240 7TH AVENUE	HONOLULU	HI	96816
OHI002 YHI002	FARRINGTON HIGH SCHOOL	1564 N KING STREET	HONOLULU	HI	96817
OHI002 YHI003	JEFFERSON ELEMENTARY	324 KAPAHULU AVENUE	HONOLULU	HI	96815
OHI002 YHI004	KAAHUMANU SCHOOL	1141 KINAU STREET	HONOLULU	HI	96814
OHI002 YHI005	KALIHU WAENA ELEM	1240 GULICK AVENUE	HONOLULU	HI	96819
OHI002 YHI006	KUHIO SCHOOL	2759 S KING STREET	HONOLULU	HI	96826
OHI002 YHI007	LANAKILA SCHOOL	717 N KUAKINI STREET	HONOLULU	HI	96817
OHI002 YHI008	LIKELIKE SCHOOL	1618 PALAMA STREET	HONOLULU	HI	96817
OHI002 YHI009	LUNALILO SCHOOL	810 PUMEHANA STREET	HONOLULU	HI	96826
OHI002 YHI010	MAEMAE ELEMENTARY SCHOOL	319 WYLLIE STREET	HONOLULU	HI	96817
OHI002 YHI011	NIU VALLEY INTERMEDIATE SCHOOL	310 HALEMAUMAU STREET	HONOLULU	HI	96821
OHI002 YHI012	PAUOA ELEMENTARY SCHOOL	2301 PAUOA ROAD	HONOLULU	HI	96813
OHI002 YHI013	ROYAL SCHOOL	1519 QUEEN EMMA STREET	HONOLULU	HI	96813
OHI002 YHI024	AIKAHI ELEMENTARY SCHOOL	282 ILIHAU STREET	KAILUA	HI	96734
OHI002 YHI025	CASTLE HIGH SCHOOL	45-386 KANEOHE BAY DRIVE	KANEOHE	HI	96744
OHI002 YHI026	ENCHANTED LAKE ELEMENTARY	770 KEOLU DRIVE	KAILUA	HI	96734
OHI002 YHI027	HAUULA SCHOOL	54-046 KAMEHAMEHA HWY	HAUULA	HI	96717
OHI002 YHI028	KAHALUU ELEMENTARY SCHOOL	47-280 WAIHEE ROAD	KANEOHE	HI	96744

OHI002 YHI029	KAHUKU HIGH & INTERMEDIATED SCHOOL	56-490 KAMEHAMEHA HWY	KAHUKU	HI	96731
OHI002 YHI030	KAILUA ELEMENTARY SCHOOL	315 KUULEI ROAD	KAILUA	HI	96734
OHI002 YHI031	KAILUA HIGH SCHOOL	451 ULUMANU DRIVE	KAILUA	HI	96734
OHI002 YHI032	KAILUA INTERMEDIATE SCHOOL	145 S. KAINALU DRIVE	KAILUA	HI	96734
OHI002 YHI033	KAINALU ELEMENTARY SCHOOL	165 KAIHOLU STREET	KAILUA	HI	96734
OHI002 YHI034	KALAHEO HIGH SCHOOL	730 ILIANA STREET	KAILUA	HI	96734
OHI002 YHI035	KANEOHE ELEMENTARY SCHOOL	45-495 KAMEHAMEHA HWY	KANEOHE	HI	96744
OHI002 YHI036	PUOHALA ELEMENTARY SCHOOL	45-233 KULAULI STREET	KANEOHE	HI	96744
OHI002 YHI037	KAPUNAHALA ELEMENTARY SCHOOL	45-828 ANOI ROAD	KANEOHE	HI	96744
OHI002 YHI038	KEOLU ELEMENTARY SCHOOL	1416 KEOLU DRIVE	KAILUA	HI	96734
OHI002 YHI039	KING INTERMEDIATE SCHOOL	46-155 KAMEHAMEHA HWY	KANEOHE	HI	96744
OHI002 YHI040	MAUNAWILI ELEMENTARY SCHOOL	1465 ULUPUI STREET	KAILUA	HI	96734
OHI002 YHI041	MOKAPU ELEMENTARY SCHOOL	1193 MOKAPU BLVD	KAILUA	HI	96734
OHI002 YHI042	BENJAMIN PARKER SCHOOL	45-259 WAIKALUA ROAD	KANEOHE	HI	96744
OHI002 YHI043	BLANCHE POPE ELEMENTARY SCHOOL	41-133 HULI STREET	WAIMANALO	HI	96795
OHI002 YHI044	WAIHAOLE ELEMENTARY SCHOOL	48-215 WAIHAOLE VALLEY ROAD	KANEOHE	HI	96744
OHI002 YHI045	WAIMANALO ELEM & INTER	41-1330 KALANIANA'OLE HWY	WAIMANALO	HI	96795
OHI002 YHI108	HEEIA SCHOOL	46-202 HAIKU ROAD	KANEOHE	HI	96744
OHI002 YHI114	KAIULANI SCHOOL	783 N KING STREET	HONOLULU	HI	96817
OHI002 YHI126	AINA HAINA SCHOOL	801 HIND DRIVE	HONOLULU	HI	96821
OHI002 YHI127	ALA WAI SCHOOL	503 KAMOKU STREET	HONOLULU	HI	96826
OHI002 YHI128	ANUENUE SCHOOL	2530 10TH AVENUE	HONOLULU	HI	96816
OHI002 YHI129	CENTRAL MIDDLE SCHOOL	1302 QUEEN EMMA ST	HONOLULU	HI	96813
OHI002 YHI130	DOLE MIDDLE SCHOOL	1803 KAM IV ROAD	HONOLULU	HI	96819
OHI002 YHI131	FERN ELEMENTARY SCHOOL	1121 MIDDLE STREET	HONOLULU	HI	96819
<u>SORT FLD</u>	<u>NAME</u>	<u>ADDRESS1</u>	<u>CITY</u>	<u>STATE</u>	<u>ZIP</u>
OHI002 YHI134	KAHALA ELEMENTARY SCHOOL	4559 KILAUEA AVENUE	HONOLULU	HI	96816
OHI002 YHI135	KAIMUKI HIGH SCHOOL	2705 KAIMUKI AVENUE	HONOLULU	HI	96816
OHI002 YHI136	KAIMUKI MIDDLE SCHOOL	631 18TH AVENUE	HONOLULU	HI	96816
OHI002 YHI137	KALAKAUA INTERMEDIATE SCHOOL	821 KALIHI STREET	HONOLULU	HI	96819
OHI002 YHI138	KALANI HIGH SCHOOL	4680 KALANIANA'OLE HWY	HONOLULU	HI	96821
OHI002 YHI139	KALIHI ELEMENTARY SCHOOL	2471 KULA KOLEA DRIVE	HONOLULU	HI	96817
OHI002 YHI140	KALIHI KAI ELEMENTARY SCHOOL	626 MCNEILL STREET	HONOLULU	HI	96817
OHI002 YHI141	KALIHI UKA ELEMENTARY SCHOOL	2411 KALIHI STREET	HONOLULU	HI	96819
OHI002 YHI142	KAPALAMA SCHOOL	1601 NORTH SCHOOL STREET	HONOLULU	HI	96817
OHI002 YHI143	KAULUWELA ELEMENTARY	1486 AALA STREET	HONOLULU	HI	96817
OHI002 YHI144	KAWANANAKOA INTERMEDIATE SCHOOL	49 FUNCHAL STREET	HONOLULU	HI	96813
OHI002 YHI145	KOKO HEAD ELEMENTARY	189 LUNALILO HOME RD	HONOLULU	HI	96825
OHI002 YHI146	LINCOLN SCHOOL	615 AUWAIOLIMU ST	HONOLULU	HI	96813
OHI002 YHI147	MANOA SCHOOL	3155 MANOA ROAD	HONOLULU	HI	96822
OHI002 YHI148	MCKINLEY HIGH SCHOOL	1039 SOUTH KING STREET	HONOLULU	HI	96814
OHI002 YHI149	NOELANI SCHOOL	2655 WOODLAWN DRIVE	HONOLULU	HI	96822
OHI002 YHI150	NUUANU ELEMENTARY SCHOOL	3055 PUIWA LANE	HONOLULU	HI	96817

OHI002 YHI151	PALOLO SCHOOL	2106 10TH AVENUE	HONOLULU	HI	96816
OHI002 YHI152	PUUHALE SCHOOL	345 PUUHALE ROAD	HONOLULU	HI	96819
OHI002 YHI153	ROOSEVELT HIGH SCHOOL	1120 NEHOA STREET	HONOLULU	HI	96822
OHI002 YHI154	STEVENSON INTERMEDIATE	1202 PROSPECT STREET	HONOLULU	HI	96822
OHI002 YHI156	WAIKIKI SCHOOL	3710 LEAHI AVENUE	HONOLULU	HI	96815
OHI002 YHI157	WASHINGTON INTERMEDIATE	1633 SOUTH KING STREET	HONOLULU	HI	96826
OHI002 YHI158	WILSON ELEMENTARY	4945 KILAUEA AVENUE	HONOLULU	HI	96816
OHI002 YHI159	KAISER HIGH SCHOOL	511 LUNALILO HOME ROAD	HONOLULU	HI	96825
OHI002 YHI200	STATE CRT FOR THE DEAF & BLIND	3440 LEAHI AVENUE	HONOLULU	HI	96815
OHI016 YHI155	WAIALAE ELEMENTARY PCS	1045 19TH AVENUE	HONOLULU	HI	96816
OHI017 YHI201	ST JOHN VIANNEY SCHOOL	940 KEOLU DRIVE	KAILUA	HI	96734
OHI018 YHI204	HAWAIIAN MISSION ELEM	1415 MAKIKI STREET	HONOLULU	HI	96822
OHI019 YHI205	EDUCATION LABORATORY SCHOOL	1776 UNIVERSITY AVENUE	HONOLULU	HI	96822
OHI020 YHI207	ST ANTHONY SCHOOL (OAHU)	640 PUUHALE ROAD	HONOLULU	HI	96819
OHI021 YHI209	HAWAII YOUTH CORRECTIONAL FACILITY	42-477 KALANIANA'OLE HWY	KAILUA	HI	96734
OHI022 YHI219	HONGWANJI MISSION SCHOOL	1728 PALI HWY	HONOLULU	HI	96813
OHI023 YHI245	WINDWARD NAZARENE ACADEMY	45-232 PUA'AE ROAD	KANEOHE	HI	96744
OHI024 YHI255	WAOLANI JUDD NAZARENE SCHOOL	408 NORTH JUDD STREET	HONOLULU	HI	96817
OHI035 YHI254	MARIMED FOUNDATION	45 - 021 LIKEKE PLACE	KANEOHE	HI	96744

Vendor User Manual



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

FFAVORS Web

Fresh Fruits and Vegetables Order Receipt System

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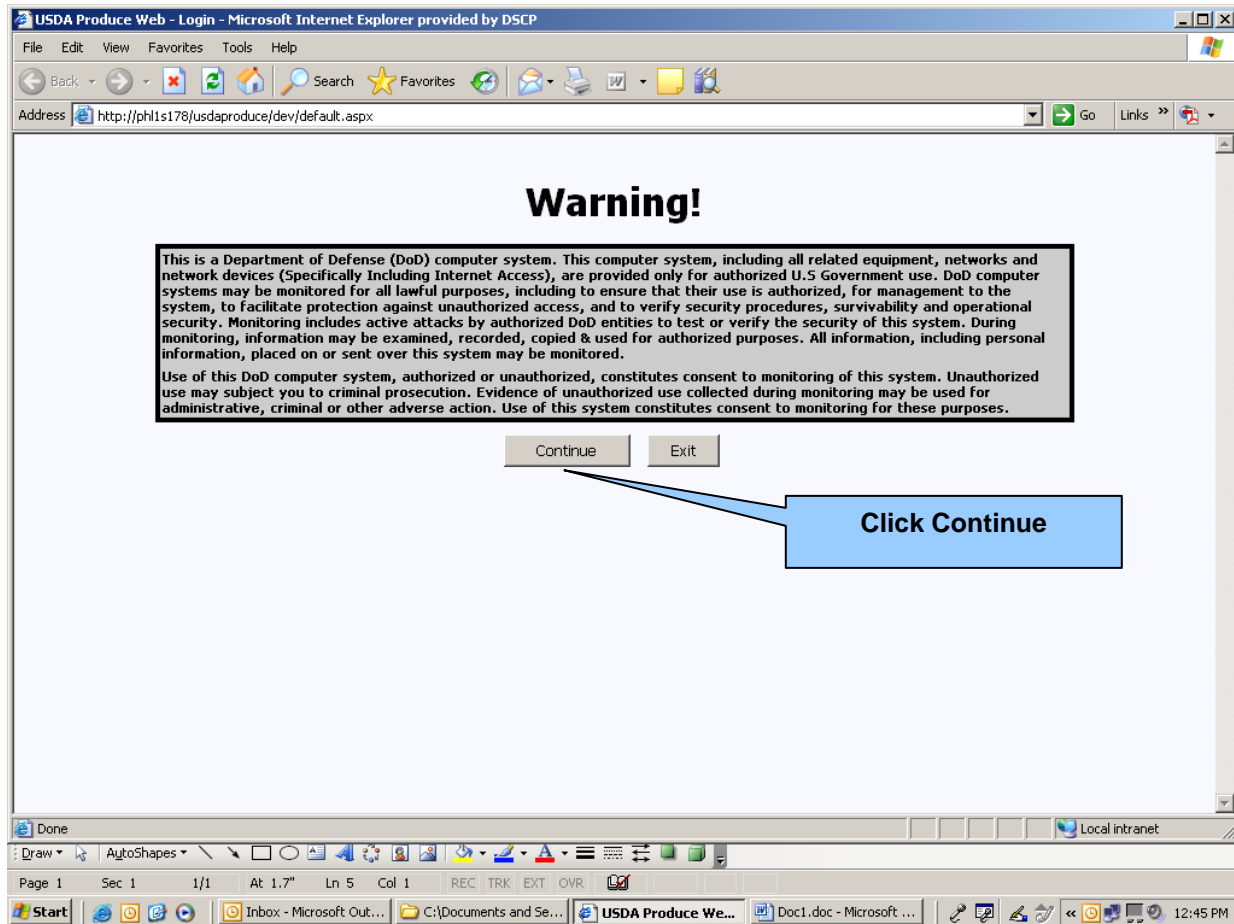
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GET PREVIOUSLY DOWNLOADED ORDERS	21
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Connecting to FFAVORS Web

1. Log in to the FFAVORS Web at:

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

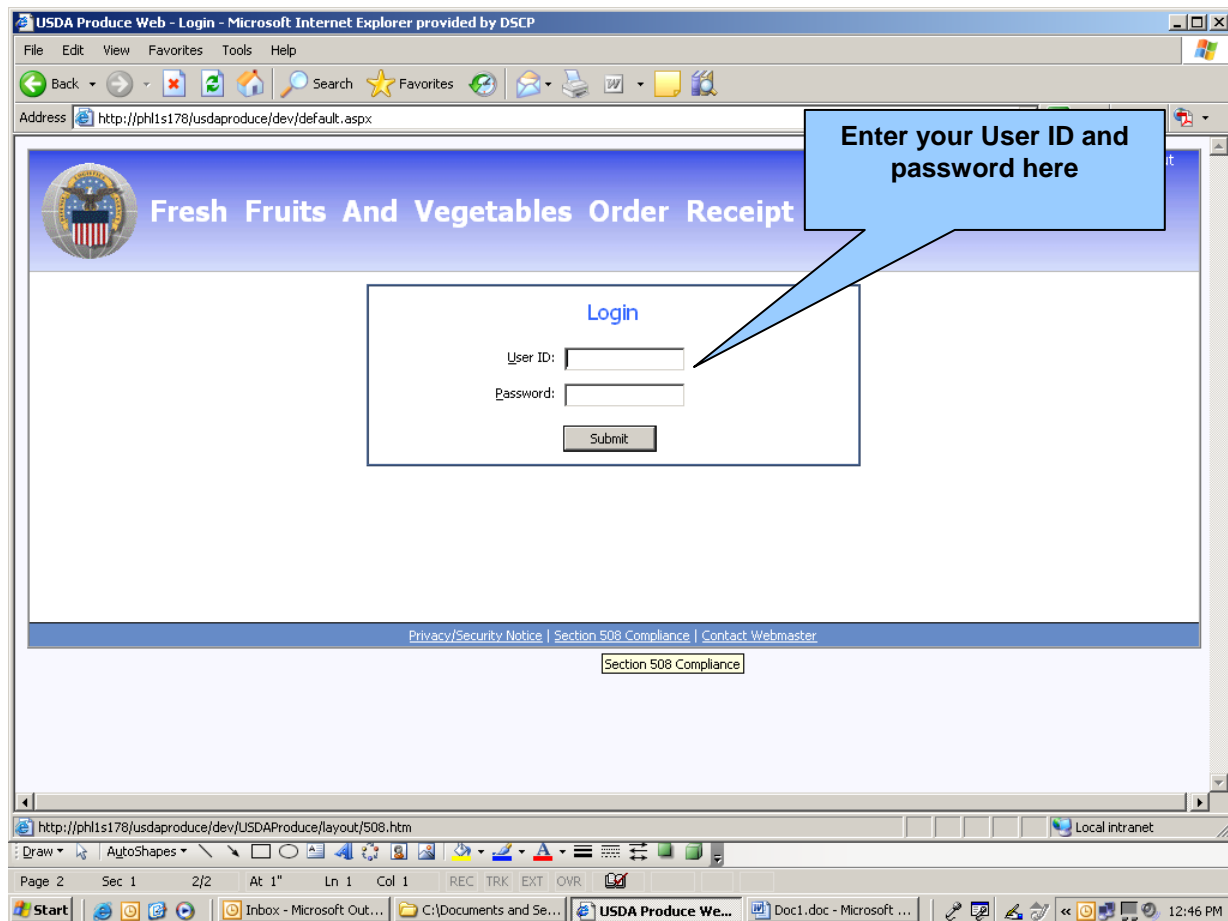
Warning screen stating the rules of authorized use of DoD systems will appear – click **Continue**



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 your 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 contact.
- 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 that sensitive information is not disclosed.
- 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 these terms for your records.

Do you accept these terms?

Yes No

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

Privacy/Security Notice | Section 508 Compliance | Contact Webmaster

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

File Edit View Favorites Tools Help

Back Forward Stop Reload Home Search Favorites Print Mail Local intranet

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

User Registration

Application User Data

User Id: 04XD91

Email Address:

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

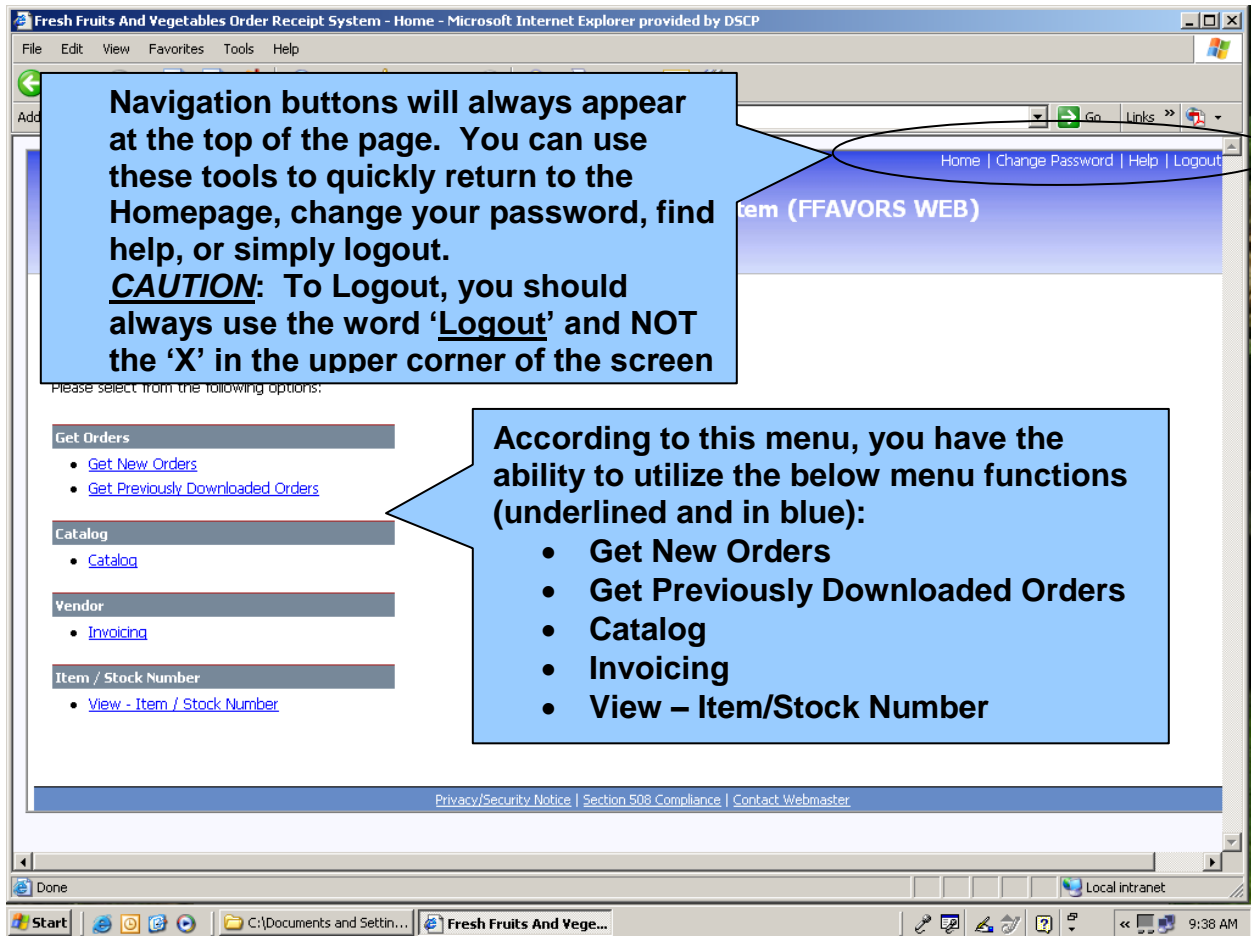
CAGE CODE	CONTRACT NUMBER	CONTRACT BEGIN DATE	CONTRACT END DATE
04XD9	SPM300-06-D-CC06	Oct 01, 2005	Sep 30, 2007
1			

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:

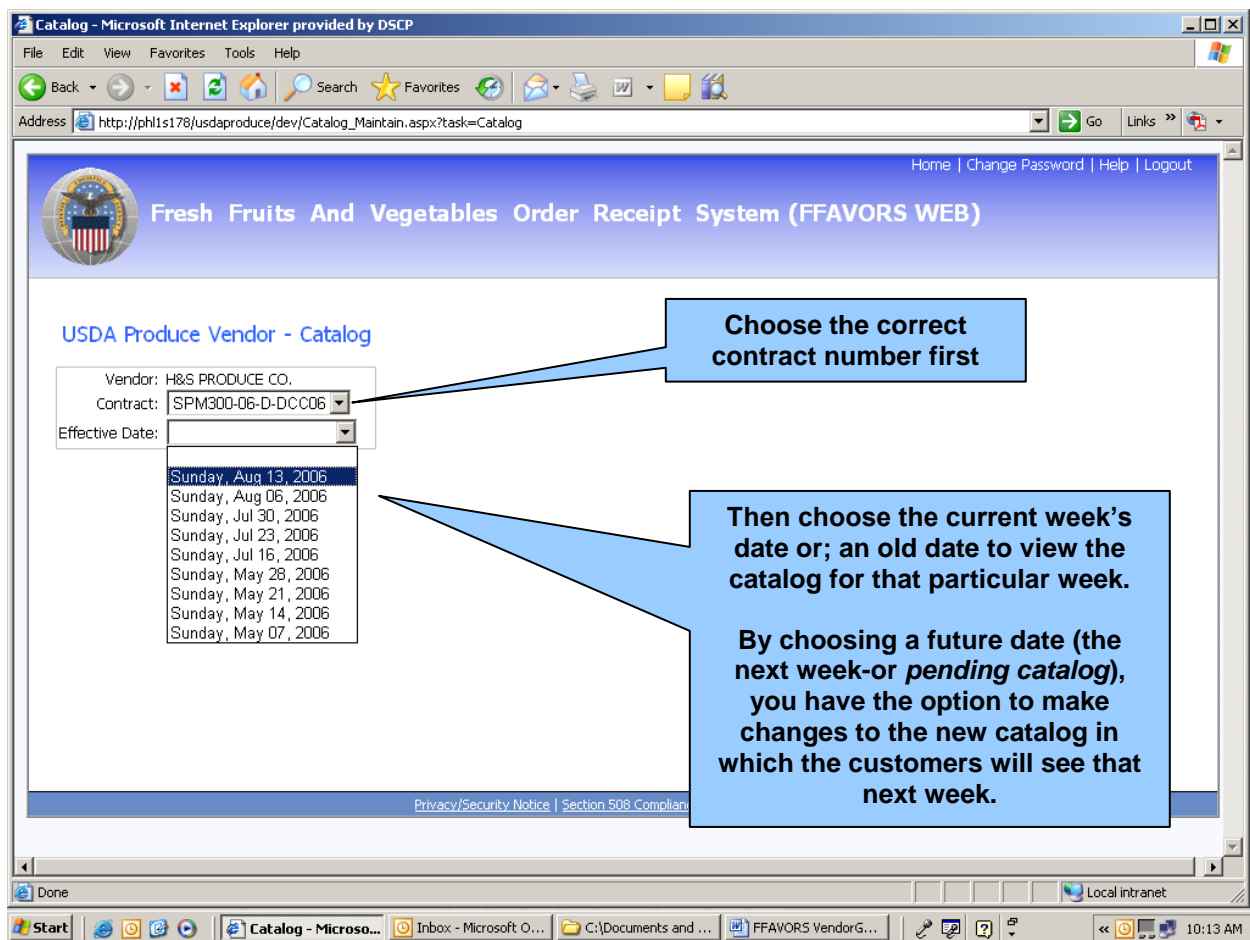


Maintaining the Catalog

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):

Click the page numbers to go to the next page of items

Notifies you that this is the current week's catalog

Shows the status of each item – descriptions of the status codes are on the bottom of the page

ITEM ID	DESCRIPTION	UNIT OF ISSUE	UNITS PER CASE	COST PRICE	SOURCE OF SUPPLY	PREV WEEK COST PRICE	BASLINE COST PRICE	STATUS
1401	APPLE CHL SLICE 7 LB BG 6/CS	LB	6	\$	CONUS	\$	5.00	●
1414	APPLE SLICE 2 OZ BG 200/CS	LB	200	\$	CONUS	\$	3.34	◆
1417	PINEAPPLE 4 LB EA	LB	1	\$	CONUS	\$	3.33	●
1421	W-MELON US#1 700 LB AVG CS	LB	1	\$	CONUS	\$	5.13	◆
1422	W-MELON SEEDLS US#1 700 LB AVG CS	LB	1	\$	CONUS	\$	12.00	◆
1441	APPLE&CARAMELDIP CHL 2 OZ CO 25 LB CS	LB	1	\$	CONUS	\$	3.45	◆
1442	KIWI FRUIT US#1 30-38/CS	CO	1	\$	CONUS	\$	0.05	★
1443	BLKBERRIES 12-1/2 PT PG/ 6 LB CO	CO	12	\$	CONUS	\$	2.75	◆
1444	BLUBERRIES 12 1 PT PG/6 LB CO	CO	12	\$	CONUS	\$	4.20	◆
1445	WATERMELON SEEDLESS BOX	BX	60	\$	CONUS	\$	14.88	◆

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'.

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

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 KIWI FRUIT 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	BK	60	\$ 14.88	CONUS	\$ 14.88	\$ 14.90	◆

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 B	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&CAMELDIP CHL 2 OZ C	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	BLK BERRIES 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	OCONUS	\$ 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*.

The screenshot shows a web browser window titled "Catalog - Microsoft Internet Explorer provided by DSCP". The page is titled "USDA Produce Vendor - New Items". It features a search bar with a dropdown menu for "PRODUCE CO." (currently showing "SPM300-06-D-DCC06") and a date selector for "Sunday, Aug 13, 2006". A "PENDING CATALOG" label is visible. Below the search bar is a table with columns: "SELECT?", "ITEM", "STOCK NUMBER", "DESCRIPTION", "UNIT OF ISSUE", "UNITS PER CASE", "UNIT OF WEIGHT", "SOURCE OF SUPPLY", and "GROUP CD". The table contains several rows of produce items. A blue callout box labeled "4. Place a check in the Select column for those items to be added." points to the "SELECT?" column. Another blue callout box labeled "5. Click the Insert to Catalog button" points to the "Insert to Catalog" button at the bottom of the table. A third blue callout box labeled "6. Return to Catalog after you have added the items you want to add" points to the "Return to Catalog" button. The table footer shows "Items=963" and a series of page numbers "1 2 3 4 5 6 7 8 9 10 ...".

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 P	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 4	LB	163	40	CONUS	F

Buttons at the bottom: Insert to Catalog, Show All, Return to Catalog.

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

7. Enter a price for each new item.

DEL	ITEM CODE	DESCRIPTION	UNITS	PER CASE	COST PRICE	SOURCE OF SUPPLY	PREV WEEK COST PRICE	STATUS
	14144	891501E050202 APPLE SLICE 2 OZ BG 200/CS	LB	5	\$ 0.00	CONUS	\$ 4.99	★
	14178	891501E050418 PINEAPPLE CT 40 LB CO	LB	1	\$ 3.00	CONUS	\$ 3.00	◆
	14179	891501E050419 PINEAPPLE 4 LB EA	LB	1	\$ 5.00	CONUS	\$ 5.00	◆
	14204	891501E050191 W-MELON US#1 700 LB AVG C5	LB	1	\$ 12.23	CONUS	\$ 12.23	◆
	14210	891501E050192 W-MELON SEEDLS US#1 700 LB AVG C5	LB	1	\$ 3.75	CONUS	\$ 3.50	◆
	14A02	891501E050107 CRANBERRY 115 CT	LB	1	\$ 0.00	CONUS	\$ 0.00	★
	14A03	891501E050175 KIWI/FRUIT US#1 3	CO	1	\$ 0.05	CONUS	\$ 0.05	◆
	14B43	891501E050146 BLKBERRIES 12-1/2	CO	12	\$ 2.00	CONUS	\$ 2.75	◆

8. Click **Save** after all prices are filled in.

Status shows as "New" for the new items you've just added

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.

Save New Items Show All Print

Catalog items=26 | ★ New=6 | ◆ Unchanged=17

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-CCO
Effective Date: Sunday, Aug 13, 2006

Cost price reflects what you have just added

DELETE?	ITEM CD	STOCK NUMBER	DESCRIPTION	UNIT OF ISSUE	UNITS PER CASE	PRICE	SOURCE OF SUPPLY	PREV WEEK COST PRICE	BASELINE 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	\$ 12.00		\$ 5.13	\$ 5.13	
<input type="checkbox"/>	14210	891501E050192	W-MELON SEEDLS US#1 700 LB AVG CS	LB	1	\$ 12.00		\$ 12.00	\$ 12.00	
<input type="checkbox"/>	14A01	891501E050522	APPLE&CARAMELDIP CHL 2 OZ CO 25 LB CS	LB	1	\$ 3.45		\$ 3.45	\$ 3.45	
<input type="checkbox"/>	14A02	891501E050184	ORANGES 113 CT 35 LB CS	LB	1	\$ 4.00		\$ 4.00	\$ 4.00	
<input type="checkbox"/>	14A03	891501E050175	KIWI FRUIT US#1 30-38/CS	CO	1	\$ 0.05		\$ 0.05	\$ 0.05	
<input type="checkbox"/>	14B43	891501E050146	BLKBERRIES 12-1/2 PT PG/ 6 LB CO	CO	12	\$ 2.99		\$ 2.99	\$ 2.99	

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

Save New Items Show All Print

Local intranet

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

Effective Date: Sunday, Aug 13, 2006 **PENDING CATALOG**

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

DELETE?	ITEM ID	STOCK NUMBER	ITEM DESCRIPTION	UNIT	QUANTITY	COST PRICE	SOURCE OF SUPPLY	PRICE
<input type="checkbox"/>	14012	891501E05				\$ 50.00	CONUS	
<input type="checkbox"/>	14144	891501E05020	PE 2 OZ BG 200/CS	LB	200	\$ 8.00	CONUS	
<input type="checkbox"/>	14178	891501E050419	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

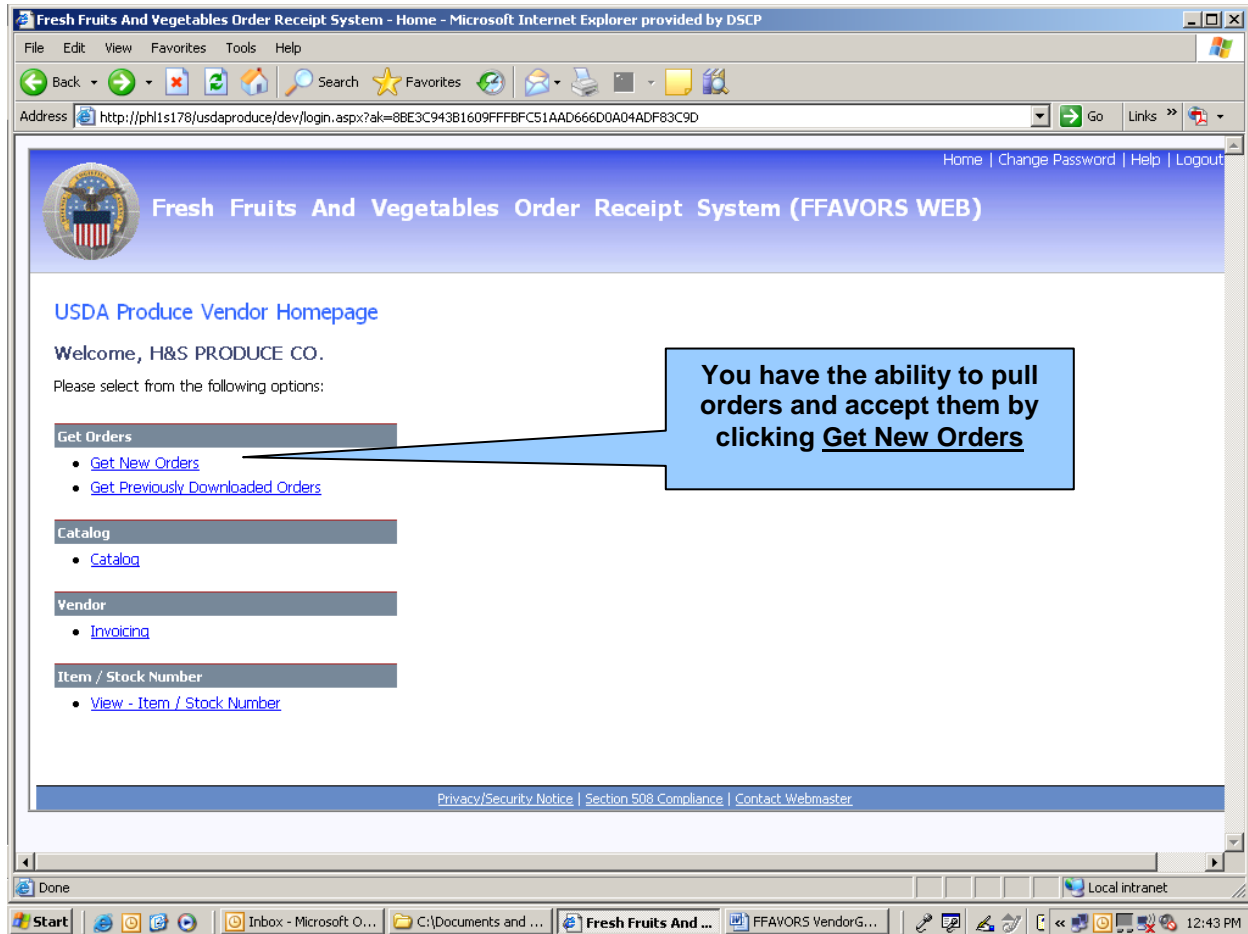
Save New Items Show All Print

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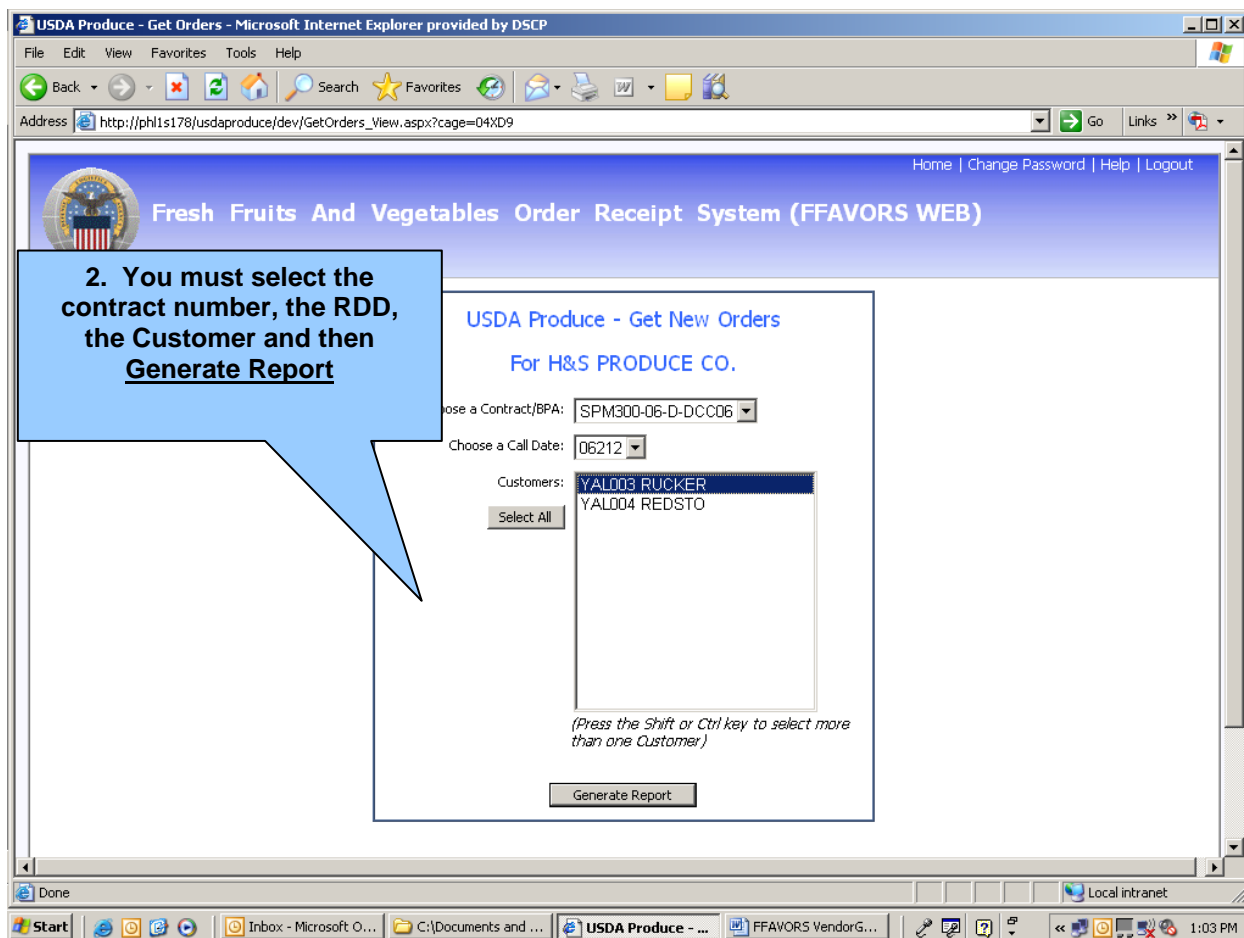
Get Orders

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://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)

Main Report

Vendor Final Buy 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

Item	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
RIES 12-1/2 PT PG/6 LB CO	12		LB	144	2.99	5.98	0001
RIES 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	

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

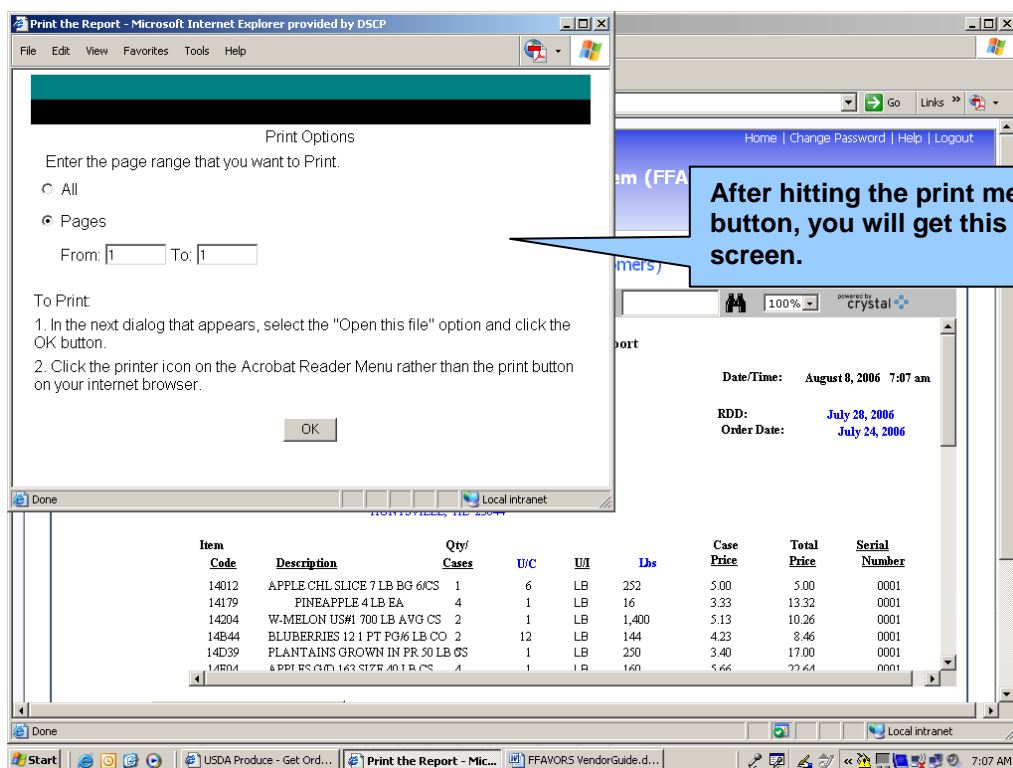
Item Code	Description	Qty/ Cases	U/C	U/I	Lbs	Case Price	Total Price	Serial Number
14144	APPLE SLICE 2 OZ BG 200/CS	1	200	LB	5,000	4.34	4.34	0001
14A01	APPLE&CARAMELDIP CHL 2 OZ QO 25 LB CS	1		LB	50	3.45	6.90	0001
14B43	BLKBERRIES 12-1/2 PT PG/6 LB CO	12		LB	144	2.99	5.98	0001
14B44	BLUBERRIES 12 1 PT PG/6 LB CO	4	12	LB	288	4.23	16.92	0001
Total Station		Lines	Cases		Gross Lbs	Total Price		
		4	0		6,756	24.14		

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.

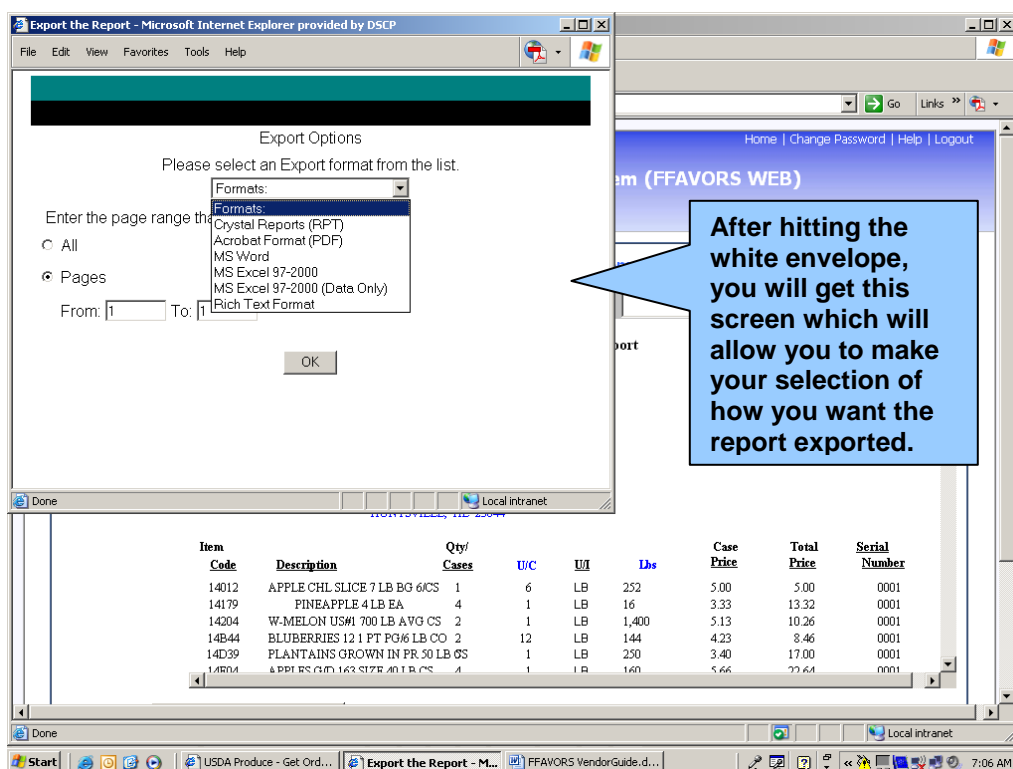
Local intranet

Start | Inbox - Microsoft O... | C:\Documents and ... | USDA Produce - ... | FFAVORS VendorG... | 1:06 PM

Print Options will look like this:

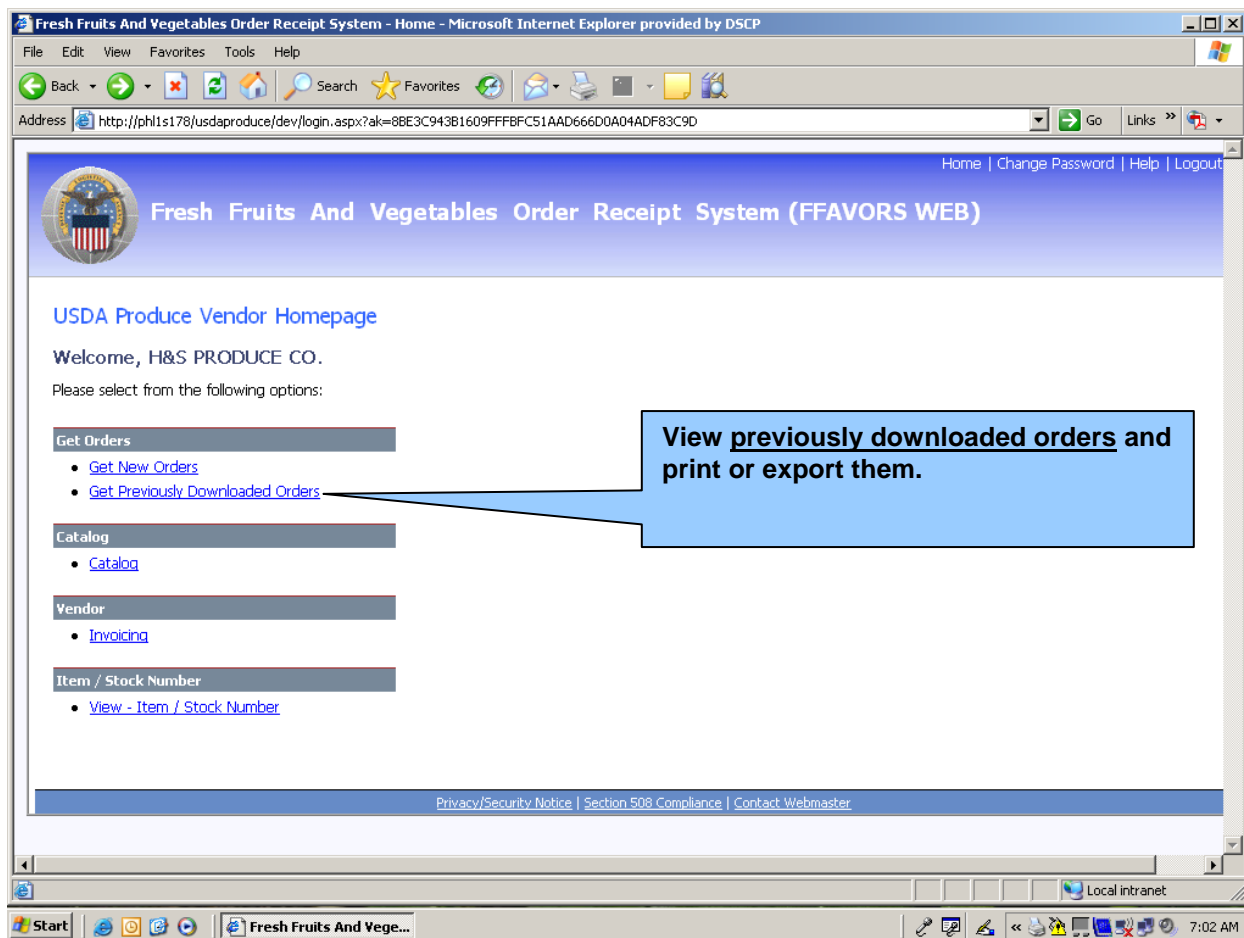


Export Options will look like this:



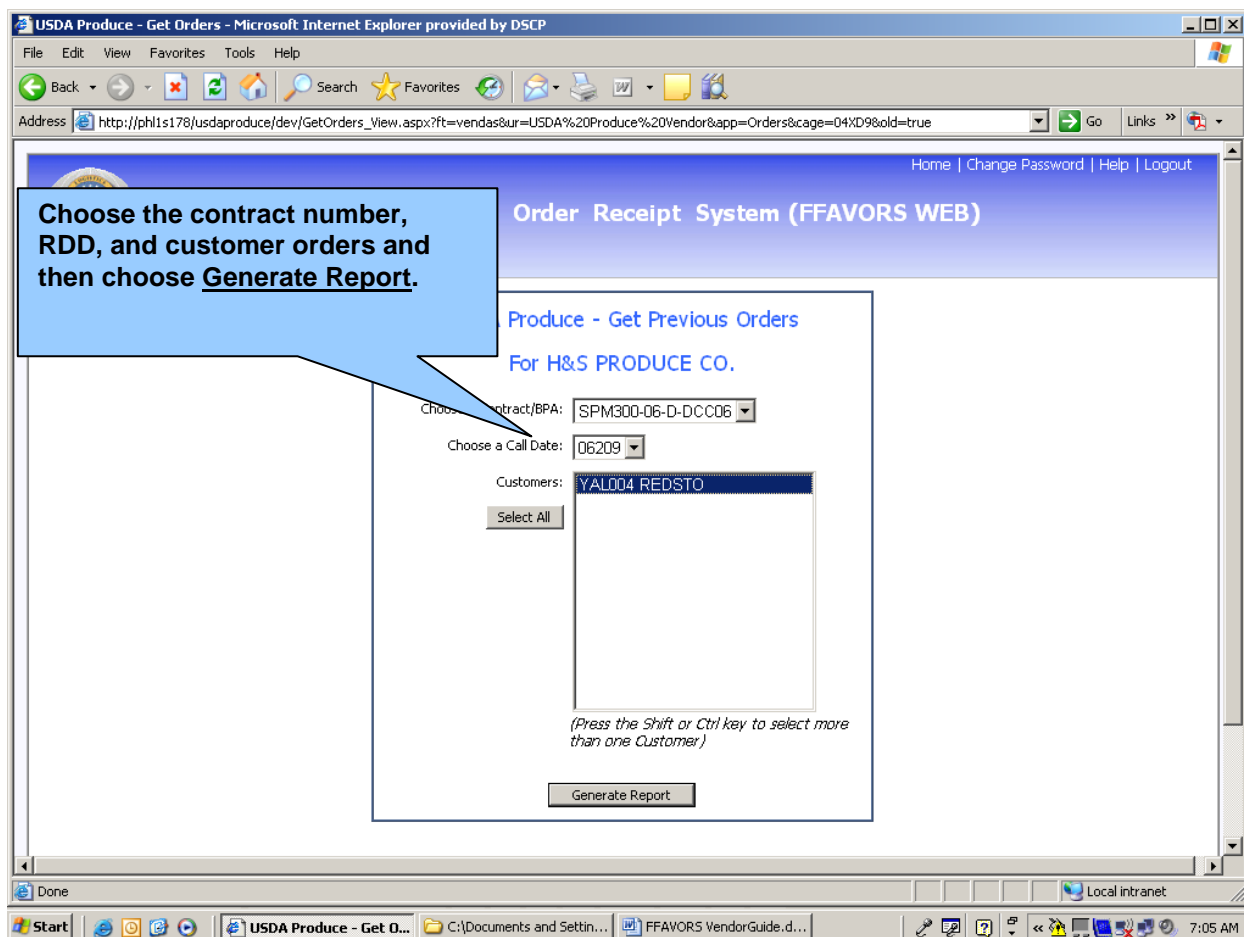
Get Previously Downloaded Orders

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

File Edit View Favorites Tools Help

Address http://ph1s178/usdaproduce/dev/GetOrders_Report.aspx

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

Main Report 1 / 1+ 100% powered by crystal

DCCC6

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
DoAAC: YAL004
Station: REDSTONE ARSENAL
REDSTONE ARSENAL COMMISSARY
BLDG-3224
HUNTSVILLE, AL 23844

Code	Description	Qty/ Cases	U/C	U/I	Lbs	Case Price	Total Price	Serial Number
12	APPLE CHL SLICE 7 LB BG 6/CS	1	6	LB	252	5.00	5.00	0001
9	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

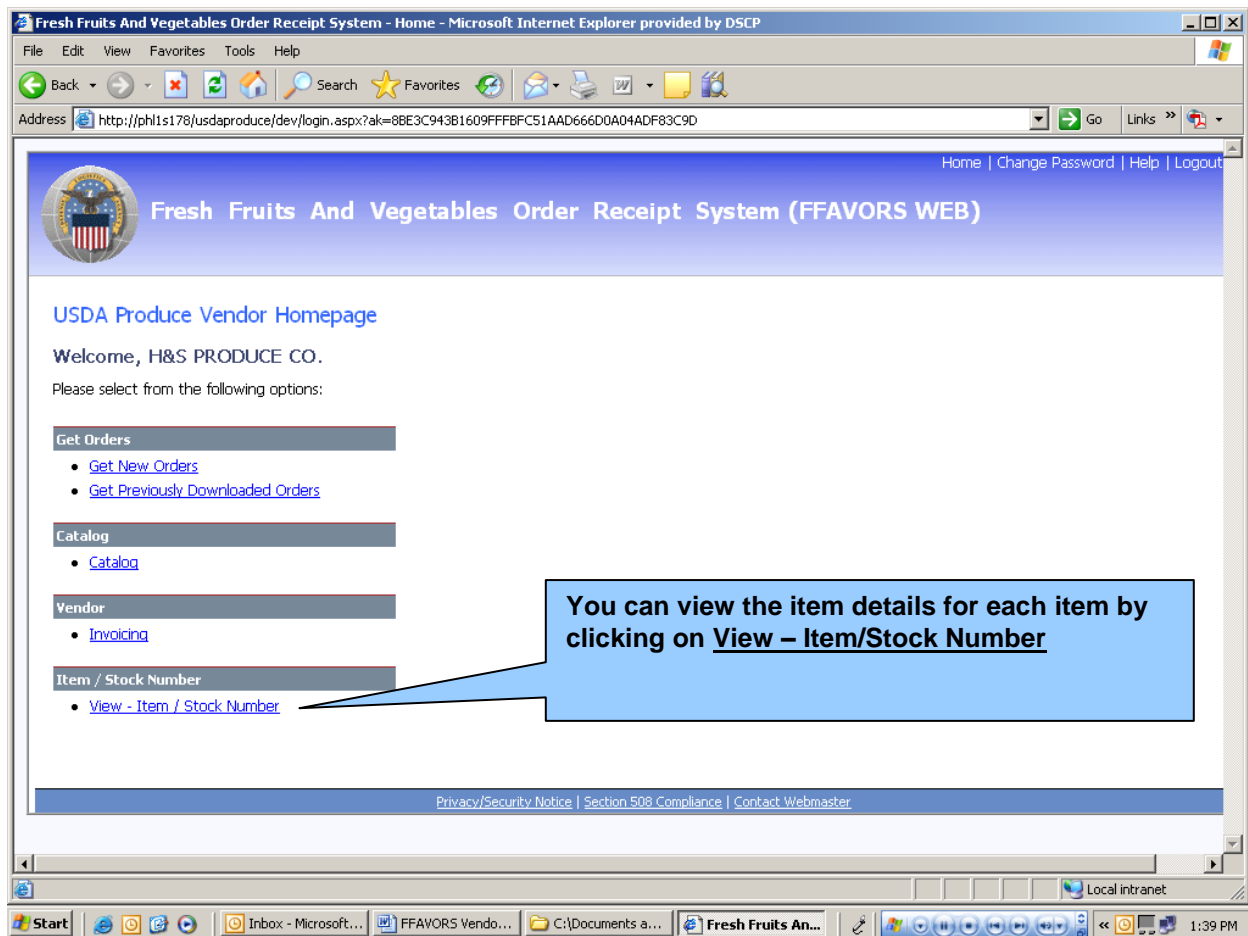
USDA Produce - Get O... FFAVORS VendorGuide.d...

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	LG TYPE CD	DELETE DT	LAST ACTION DT
11211	111111E0511			8/1/2006 1:07:12 PM
14012	891501E050200			6/28/2006 12:00:00 AM
14028	891501E050201	X		7/31/2006 3:31:00 PM
14144	891501E050202	X		7/31/2006 4:25:07 PM
14178	891501E050418	X		7/31/2006 9:41:08 AM
14179	891501E050419	X		6/21/2006 12:00:00 AM
14204	891501E050191	X		6/28/2006 12:00:00 AM
14210	891501E050192	X		6/28/2006 12:00:00 AM
14A01	891501E050522	X		6/28/2006 12:00:00 AM
14A02	891501E050184	X		6/22/2006 12:00:00 AM

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

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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 web browser window titled "SOPS - Item Maintenance - Microsoft Internet Explorer provided by DSCP". The address bar shows the URL: <http://phl1s178/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".

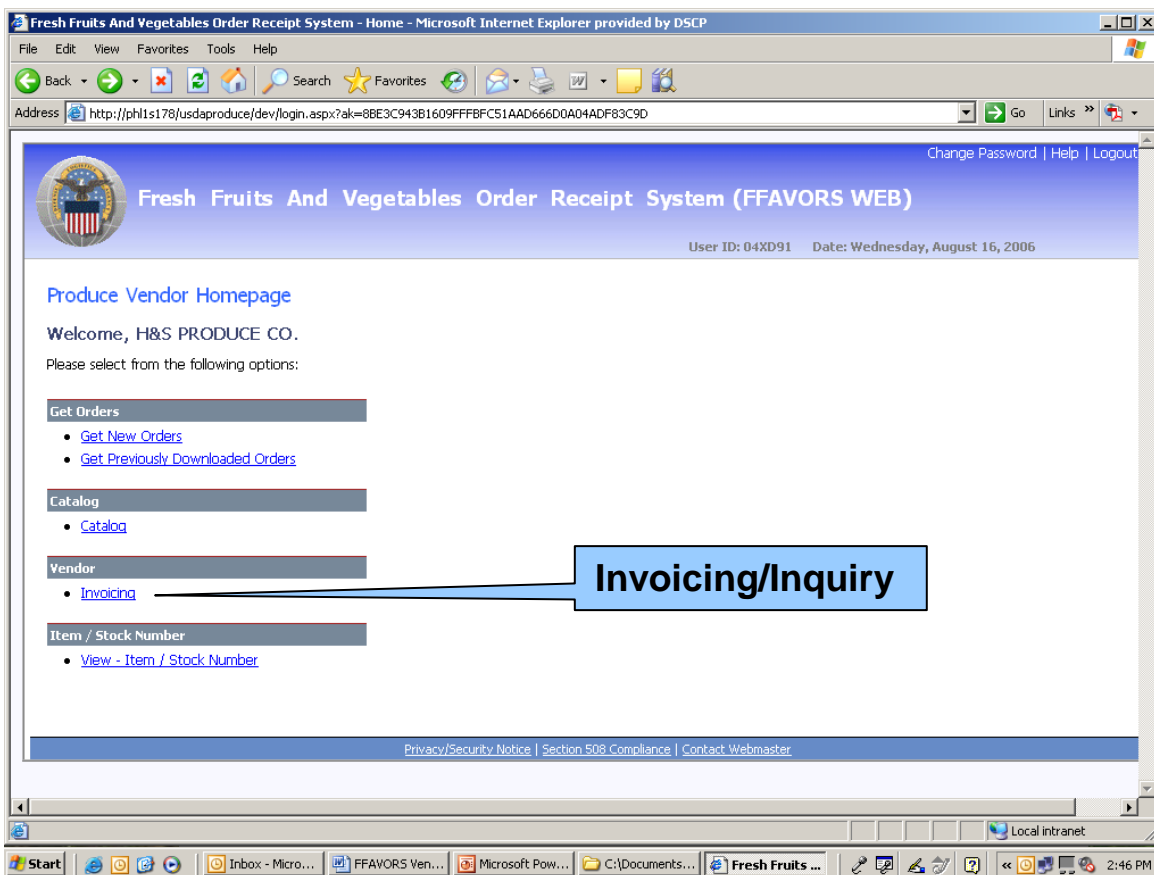
On the left, there is a sidebar with two buttons: "All Items" and "Add/Edit An Item". The main content area is titled "View an Item" and displays the following details:

- Item Code: 14012
- Stock Number: 891501E050200
- Description: APPLE CHL SLICE 7 LB BG 6/CS
- Units Per Case: 6
- Unit Issue: LB (dropdown menu)
- Unit Weight: 42
- Item Group: Fruit (dropdown menu)
- Restrict Use of Federal Funds: No (dropdown menu)

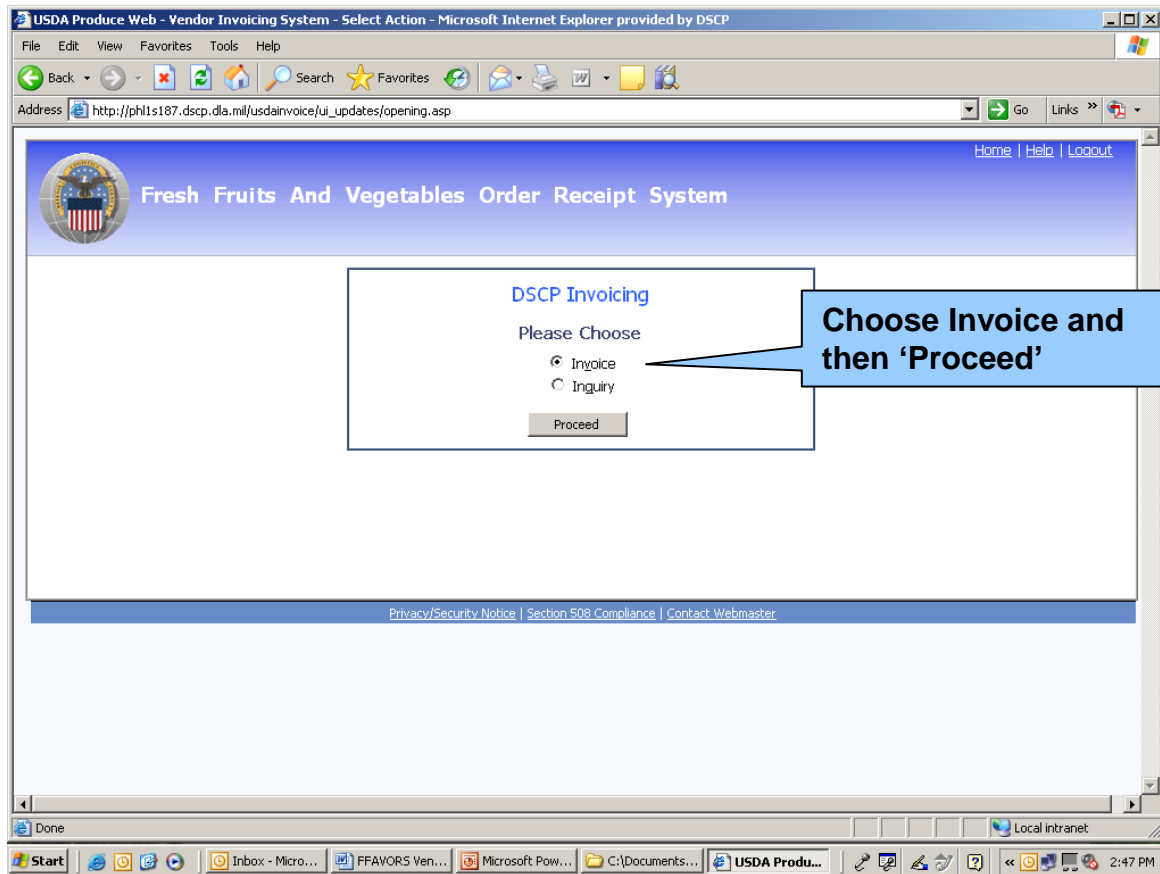
At the bottom of the form are two buttons: "Reset" and "Cancel". A footer bar contains links for "Privacy/Security Notice", "Section 508 Compliance", and "Contact Webmaster". The taskbar at the bottom shows the Start button, several application icons, and the system clock indicating 1:43 PM.

Invoicing

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

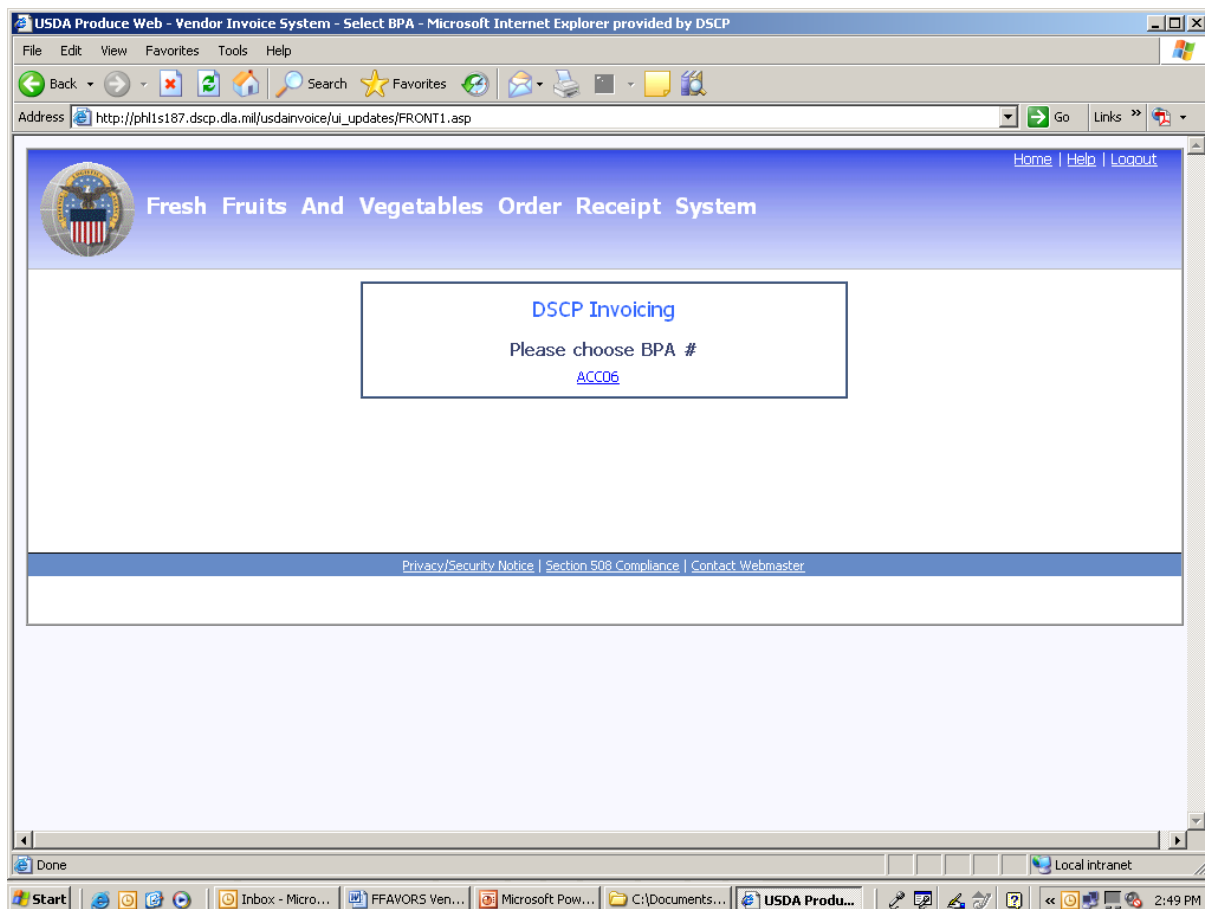


2. This next screen allows two options: **Invoice or Inquiry**. You must indicate what you would like to do (**Inquiry** will allow you to view previously invoiced data). After choosing one or the other, click **Proceed** to continue. Here, **Invoice** is selected.




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

Topic Help

DSCP Invoicing

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"/>

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- 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		

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- 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

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- 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

Vendor Invoice System - Microsoft Internet Explorer provided by DSCP

Address: http://www.microsoft.com/ieapi/redir.dlr...

DSCP Invoicing

CLIN

BPA# AAP06 CALL 1039

DEST DV
DF5434 \$401.25

[Add Line\(s\)](#)

Vendor Dest. Total: 401.25 Vendor Acc. For: 0.00

CLINS	Item Code	Description	Qty	Unit Price	Extended DV	Corrected Qty	Corrected U/P	Corrected DV
0093	04042	APPLE RED/DEL 88 CT	1	\$28.75	\$28.75	1	28.75	28.75
0094	06083	BROCCOLI FRESH 14 CT	1	\$18.50	\$18.50	1	18.50	18.50
0095	06140	CABBAGE, GREEN	1	\$15.50	\$15.50	1	15.50	15.50

Done

Start | Internet | 7:30 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

Vendor Invoice System - Microsoft Internet Explorer provided by DSCP

File Edit View Favorites Tools Help

Back Forward Stop Refresh Home Search Favorites History Mail Print Edit Size RealGuide

Address [=2833.75&dpd=ddc=Q%dh=ARMY-RESERVE-UNIT&mg=10351041&dc=DF5434&ddv=401.25&bpa=AAP06&dc=1039&cyc=19&cc=d](#) Go

Links Customize Links Free Hotmail Windows Windows Media SideStep

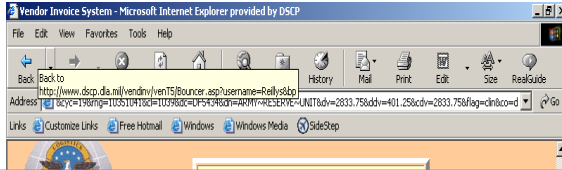
0098	06250	COLLARD GREENS	2	\$12.00	\$24.00	2	12.00	24.00
0099	06280	CUCUMBERS SUPER SEL	1	\$22.75	\$22.75	1	22.75	22.75
0100	04370	GRAPEFRUIT PKIRD 32S	1	\$20.00	\$20.00	1	20.00	20.00
0101	04430	HONEYDEW MELON 6-8CT	1	\$19.75	\$19.75	1	19.75	19.75
0102	06390	KALE	1	\$12.00	\$12.00	1	12.00	12.00
0103	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

Done

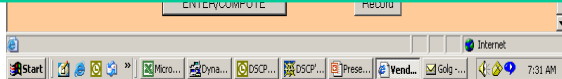
Start Micro... Dyna... DSCP... DSCP... Pres... Vend... 7:30 AM

- 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.

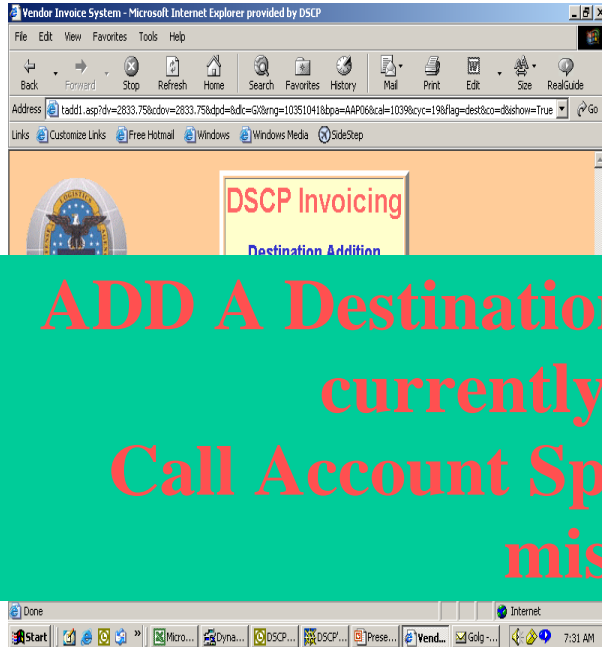


- This page shows screen that is used if 1. ADD LINE

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



was delivered

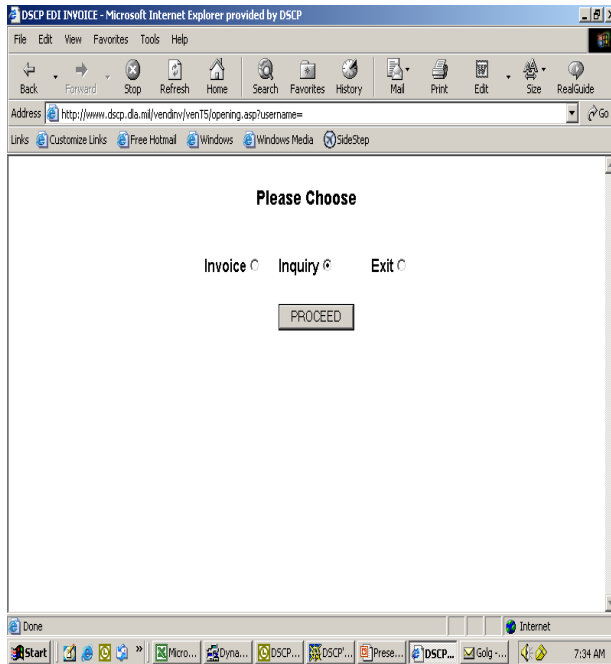


- This page shows screen that is used if ADD A DESTINATION

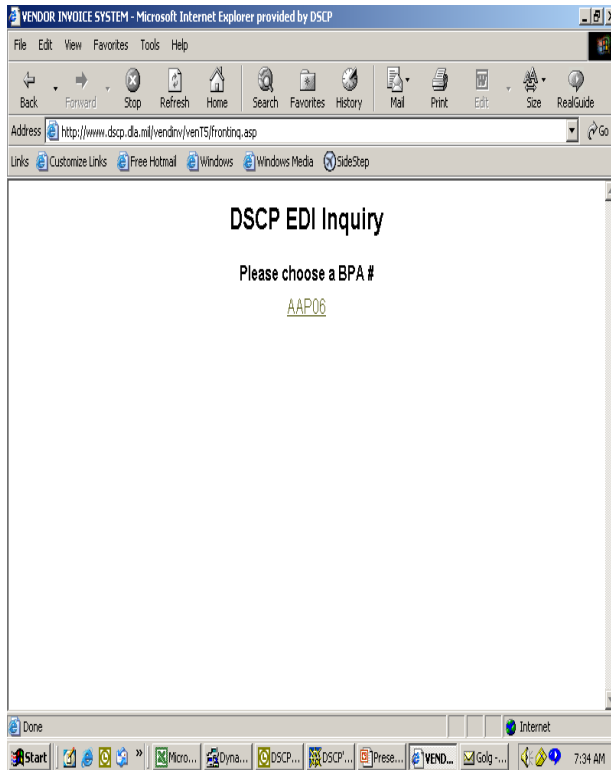
**ADD A Destination FEATURE is not currently available.
Call Account Specialist if a line is missing**

limited 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

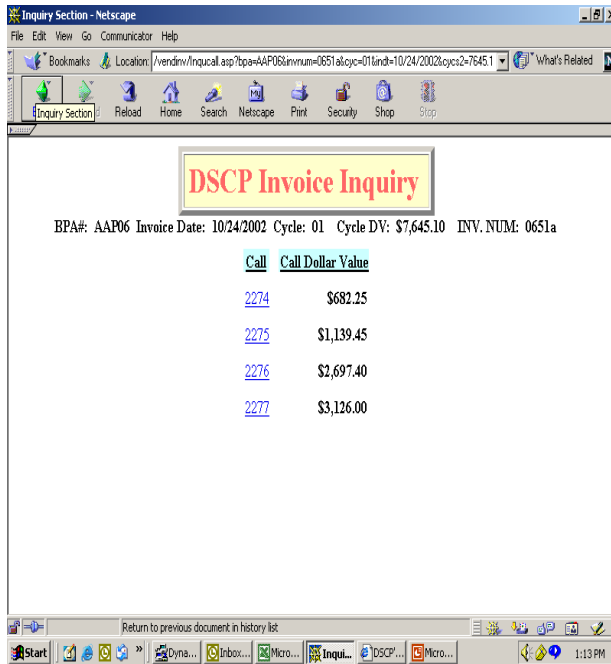
DSCP Invoice Inquiry

[Invoice/Inquiry/Text Selection Page](#)

BPA#: AAP06

<u>Invoice Number</u>	<u>Invoice Date</u>	<u>Cycle</u>	<u>Cycle Dollar Value</u>
15470	10/17/2002	01	\$31.50
0651a	10/24/2002	01	\$7,645.10
00684	10/18/2002	02	\$9,814.00
00717	10/24/2002	03	\$10,159.00
00717a	11/15/2002	03	\$2,453.75
00749	11/15/2002	04	\$12,274.50
00781	11/15/2002	05	\$21,006.95
00813	11/19/2002	06	\$16,742.00
00846	11/22/2002	07	\$8,947.50

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



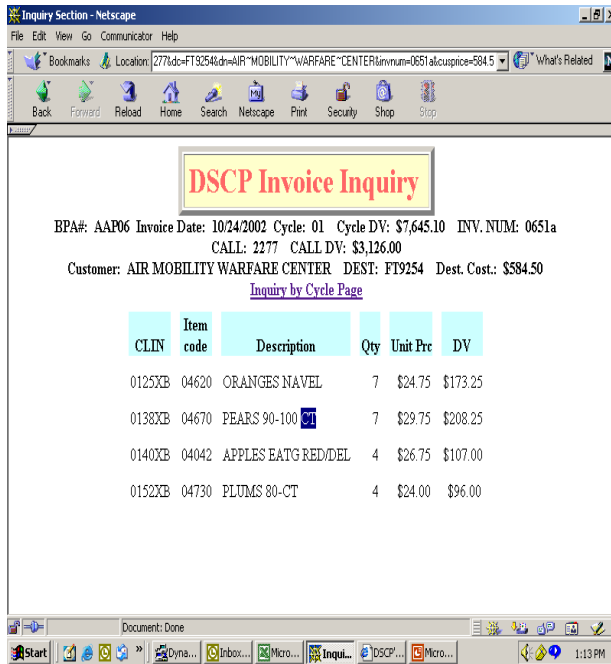
- This screen shows all CALLs invoiced on the CYCLE
- Click on the CALL and you will see the DESTINATIONs included in that CALL

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	\$584.50
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



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: AIR MOBILITY WARFARE CENTER DEST: FT9254 Dest. Cost.: \$584.50
[Inquiry by Cycle Page](#)

CLIN	Item code	Description	Qty	Unit Pre	DV
0125XB	04620	ORANGES NAVEL	7	\$24.75	\$173.25
0138XB	04670	PEARS 90-100	7	\$29.75	\$208.25
0140XB	04042	APPLES EATG RED/DEL	4	\$26.75	\$107.00
0152XB	04730	PLUMS 80-CT	4	\$24.00	\$96.00

- 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

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



Procurex - Harnessing the Power of Reverse Auctions!

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 procurex@procurex.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.

Page 13



Vendor Registration
Company Registration - Step 1 of 2

Company Name:

State/Province:

City:

Zip/Postal Code:

Street Address:

Phone Number:

Contact's first and last name:

Contact email address:

CAGE Code:

Continue

Procurex - Harnessing the Power of Reverse Auctions!

Registering New Suppliers - Step #2

- 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: **Alec's Fabrics - Demo**
Date: **12/12/23**

How did you find us: **Other**
If you chose "Other" please enter more information:
DLA referral

Submit

Setting Up
Suppliers in
the RAPT

Procurex Contact Information

Help Desk: 1.866.412.7161 x1
dla.procurexinc.com
service@procurexinc.com



