

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>			1. REQUISITION NUMBER 1000050301	PAGE 1 OF 13
2. CONTRACT NO. SPE300-17-D-P303	3. AWARD/EFFECTIVE DATE 2017 JUN 13	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-16-R-0058	6. SOLICITATION ISSUE DATE 2016 DEC 21
7. FOR SOLICITATION INFORMATION CALL:		a. NAME	b. TELEPHONE NUMBER (No collect calls)	8. OFFER DUE DATE/LOCAL TIME

9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: Adreina Fluxd-Bennett PAA1178 Tel: DSN-444-7836 Email: Adreina.Fluxd-Bennett@dla.mil	CODE SPE300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS	<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 311991 <input type="checkbox"/> 8 (A) SIZE STANDARD:500
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 10 days	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>	13b. RATING	14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP
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15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SEE BLOCK 9 Contract: PAS: None	CODE SPE300
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17a. CONTRACTOR/OFFEROR Q.F. V., LLC DBA QUALITY FRUIT VEGETABLES 10 ZANE GREY ST EL PASO TX 79906-5266 USA TELEPHONE NO. 9155441185	CODE 69524	FACILITY CODE	18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	CODE SL4701
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$41,000,000.00
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED	1	<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>Quality Fruit &amp; Vegetable Inc.</u> OFFER DATED <u>2016-Dec-21</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
30b. NAME AND TITLE OF SIGNER (Type or Print) Nick Delgado President	31b. NAME OF CONTRACTING OFFICER (Type or Print) Susan Williams
30c. DATE SIGNED 6-13-2017	31c. DATE SIGNED 2017 JUN 13

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

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

Full line of Fresh Fruit and Vegetable for DoD and Non-DoD customers in the New Mexico Zone.

The terms and conditions set forth in solicitation SPE300-16-R-0058 are incorporated into subject contract SPE300-17-D-P303.

**Part 12 Clauses****Award document****I. SOLICITATION/CONTRACT FORM**

The terms and conditions set forth in solicitation SPE300-16-R-0058 are incorporated into subject contract SPE300-17-D-P303.

The following documents are incorporated by reference into the subject contract: your final offer, which is being accepted by the Government to form this contract, Solicitation SPE300-16-R-0058 dated December 21, 2016, and all solicitation amendments issued there under as follows:

Amendment 0001, dated January 13, 2017  
Amendment 0002, dated January 20, 2017

**II. PERFORMANCE PERIOD:****A. Effective Period of the Contract:**

1<sup>st</sup> Tier – June 13, 2017 through June 12, 2019.  
2<sup>nd</sup> Tier – June 13, 2019 through December 12, 2020.  
3<sup>rd</sup> Tier – December 13, 2020 through June 12, 2022.

Ordering commences on August 13, 2017.

**B. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM**

The following chart includes the 24-month estimated dollar value and the 5 year estimated dollar value, along with the guaranteed 10% minimum and 250% maximum. The guaranteed minimum and maximum, although based on estimates, are a firm dollar amount calculated as a percentage of the estimated dollar value; that firm dollar amount constitutes the Government's legal ordering obligation under the contract.

Louisiana Zone	24 Month Estimate (1 <sup>st</sup> Tier)	5 Year Estimate (Total incl. All Tiers)	10% Min	250% Max (5 Years)
<b>Group 1</b> (Troops)	\$480,000	\$1,200,000	\$24,000	\$3,000,000
<b>Group 2</b> (Schools / Reservations)	\$6,080,000	\$15,200,000	\$304,000	\$38,000,000
<b>Total</b>	<b>\$6,560,000</b>	<b>\$16,400,000</b>	<b>\$328,000</b>	<b>\$41,000,000</b>

The term "24-Month Estimate" refers to the Government's good faith estimate of the requirement for the base period.

The total minimum contract dollar value is \$328,000.00.  
The maximum contract dollar value is \$41,000,000.00.

**III. START-UP PERIOD**

The Contractor's startup period will take place prior to the first order and is included in the 24-month 1<sup>st</sup> Tier period. The Contractor shall submit a proposed implementation schedule to the Contracting Officer within fifteen (15) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions for all customers covered by this solicitation. An additional thirty (30) days will be granted for actual implementation. No more than forty-five (45) days after award will be permitted for each contractor to have fully functional distribution accounts in place for all customers.

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**IV. ORDERING CATALOGS**

The following are part Quality Fruit & Vegetable's offer and are hereby incorporated as part of subject contract:

Offered delivered price to be utilized for first week of ordering. The Pricing Proposal spreadsheet submitted on April 14, 2017 is attached.

Distribution price for the Contract Period is as follows:

Distribution Price	24-Month 1 <sup>st</sup> Tier	18-Month 2 <sup>nd</sup> Tier	18-Month 3 <sup>rd</sup> Tier
Group 1 (Troop)	████	████	████
Group 2 (School - Reservation)	████	████	████

**SUPPLIES OF SERVICES AND PRICES**

**ITEMS:** Full-Line Fresh Fruit and Vegetables

**CUSTOMERS:** DoD and Non-DoD USDA Customers in the new Mexico Zone listed in Attachment 1 of this document.

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

NOTE: Paragraph (d) of the Economic Price Adjustment provision contained in the Solicitation enforces an upward ceiling on any economic price adjustments applicable to the instant Contract. Specifically, the aggregate of contract Delivered Price increases for each line item on the catalog subject to this provision shall not exceed 90 percent (%) (Reservation), 100 percent (%) (Troops) and 140 percent (%) (Schools) above that line item's initial Delivered Price on the awarded catalog. The percentage (%) ceiling for each line item is in effect throughout the entire length of the contract period. To further illustrate this point, Attachment 1 (Final Pricing) includes a separate column that identifies the 90, 100 and 140 percent (%) EPA ceiling for the individual Delivered Prices of each line item on the catalog (s). This price represents the maximum increase in Delivered Price allowable for the entire 5-year length of the Contract. For additional information, see the EPA provision as specified in the Solicitation. That said, please be aware that just because an awardee furnishes a price revision on a weekly basis that falls within the EPA clause's 90, 100 and 140 percent (%) ceiling, does not automatically deem that price "fair and reasonable" and thus acceptable. The EPA provision is merely one separate factor that is considered by the Contracting Officer in arriving at his/her final "fair and reasonable" price determinations. Therefore, it is important to note that all other provisions of the Solicitation/Contract must be adhered to in conjunction with the aforementioned EPA provision.

**CATALOG #:** DoD customers will order under SPE300-17-D-P303 and Non-DoD USDA customers will order under SPE300-17-D-S303 (Schools); SPE300-17-D-R303 (Reservations). Quality Fruit & Vegetable will invoice in accordance with the customer's orders.

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

The Troop Customers are required to place orders for "skip day" delivery. The School and Reservation Customers are required to place orders no later than 72 hours before delivery date.

All pricing will be firm at time of order.

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

### DELIVERIES AND PERFORMANCE

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

#### Place of Performance:

Quality Fruit & Vegetable Co.  
10 Zane Grey  
El Paso, Texas 79906

**XXXIII. SEASONAL ACQUISITION**, PAGE 24 OF 63 is deleted in its entirety and replaced with section **XXXIII. LOCAL PURCHASE (SCHOOLS/TRIBAL RESERVATIONS)**. The revised language is provided below:

### XXXIII. LOCAL PURCHASE (SCHOOLS/TRIBAL RESERVATIONS)

DLA Troop Support and the USDA support the use of local purchase to the maximum extent practicable. Therefore, Contractors are encouraged to source local produce taking into consideration price, availability, quality, and other factors.

For purposes of this Solicitation/Contract, 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.

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.

Within 45 days after contract award, the successful Contractor(s) for schools and/or tribal reservations will submit to the Contracting Officer a Local Purchase Procurement plan which will include the following elements:

- A list of specific items that the contractor currently purchases locally;
- A list of local growers from which the contractor sources product;
- Plans to expand the purchase of local items; and
- A list of resources that might assist in efforts to source more local products.

Contractor may be required to attend information sessions related to local sourcing and promotion of local products.

#### FAR Clause 52.212-5

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Jan 2017) FAR (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-19, 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, 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:

- (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 (Jun 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).

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- \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Oct 2015) (31 U.S.C. 6101 note).
- (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).
- \_\_\_ (10) [Reserved]
- \_\_\_ (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (Nov 2011) of 52.219-3.
- \_\_\_ (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2014) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (Jan 2011) of 52.219-4.
- \_\_\_ (13) [Reserved]
- (14) (i) 52.219-6, Notice of Total Small Business 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—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).
- \_\_\_ (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 (Oct 2016) (E.O. 13126).
- (27) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (28) 52.222-26, Equal Opportunity (Sep 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). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_\_ (35) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016). (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).
- Note to paragraph (b)(35):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.
- \_\_\_ (36) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).
- \_\_\_ (37) (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.)
- \_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- \_\_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_\_ (40) (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.

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- \_\_\_ (41) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).  
 \_\_\_ (ii) Alternate I (Jun 2014) of 52.223-14.  
 \_\_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).  
 \_\_\_ (43) (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\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (E.O. 13513).  
 \_\_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).  
 \_\_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13696).  
 \_\_\_ (47) (i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).  
 \_\_\_ (ii) Alternate I (Jan 2017) of 52.224-3.  
 \_\_\_ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).  
 \_\_\_ (49) (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.  
 \_\_\_ (50) 52.225-5, Trade Agreements (Oct 2016) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).  
 \_\_\_X\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).  
 \_\_\_ (52) 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).  
 \_\_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).  
 \_\_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).  
 \_\_\_ (55) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).  
 \_\_\_ (56) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).  
 \_\_\_X\_ (57) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).  
 \_\_\_ (58) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).  
 \_\_\_ (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).  
 \_\_\_ (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).  
 \_\_\_ (61) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) (15 U.S.C. 637(d)(12)).  
 \_\_\_ (62) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).  
 \_\_\_ (ii) Alternate I (Apr 2003) of 52.247-64.

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

- \_\_\_ (1) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)  
 \_\_\_ (2) 52.222-41, Service Contract Labor Standards (May 2014) (41 U.S.C. chapter 67).  
 \_\_\_ (3) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).  
 \_\_\_ (4) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).  
 \_\_\_ (5) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).  
 \_\_\_ (6) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).  
 \_\_\_ (7) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).  
 \_\_\_ (8) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).  
 \_\_\_ (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 (Sep 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

CONTINUED ON NEXT PAGE

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 (1) of FAR clause 52.222-17.

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

(vi) 52.222-26, Equal Opportunity (Sep 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) (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).

(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).

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

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

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

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

(xvii) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

**Note to paragraph (e)(1)(xvii):** By a court order issued on October 24, 2016, 52.222-59 is enjoined indefinitely as of the date of the order. The enjoined paragraph will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(xviii) 52.222-60, Paycheck Transparency (Executive Order 13673) (Oct 2016).

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

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

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

(xxi) 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).

(xxii) 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.

(xxiii) 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.

**252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS**

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

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

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

“Covered defense information” means unclassified information that—

(1) Is—

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

(2) Falls in any of the following categories:

(i) Controlled technical information.

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

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

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

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

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

(1) The Contractor shall access and use the information only for the purpose of furnishing advice or technical assistance directly to the Government in support of the Government’s activities related to clause 252.204-7012, and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.

(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to—

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties, damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

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

(End of clause)

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

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

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

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

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

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

“Controlled technical information” means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

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

“Covered defense information” means unclassified information that—

(i) Is—

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

(ii) Falls in any of the following categories:

(A) *Controlled technical information*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract; or  
(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," <http://dx.doi.org/10.6028/NIST.SP.800-171> that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at [osd.dibcsia@mail.mil](mailto:osd.dibcsia@mail.mil), within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

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

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

(c) *Cyber incident reporting requirement.*

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

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

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

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

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

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

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

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

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

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

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

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- (1) To entities with missions that may be affected by such information;
- (2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;
- (3) To Government entities that conduct counterintelligence or law enforcement investigations;
- (4) For national security purposes, including cyber situational awareness and defense purposes (including with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or
- (5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

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

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

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

(m) *Subcontracts.* The Contractor shall—

- (1) Include this clause, including this paragraph (m), in subcontracts, or similar contractual instruments, for operationally critical support, or for which subcontract performance will involve a covered contractor information system, including subcontracts for commercial items, without alteration, except to identify the parties; and
- (2) When this clause is included in a subcontract, require subcontractors to rapidly report cyber incidents directly to DoD at <http://dibnet.dod.mil> and the prime Contractor. This includes providing the incident report number, automatically assigned by DoD, to the prime Contractor (or next higher-tier subcontractor) as soon as practicable.

(End of clause)

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

**Attachments**

**List of Attachments**

Description	File Name
ATTACH.Attachment 1 - Schedule of Items	Attachment 1 Schedule o
ATTACH.Attachment 2 - Customer's Listing	SPE300-17-D-P303
ATTACH.Attachment 3 - STORES Implementation Document	Attachment 4 - S
ATTACH.Attachment 4 - FFAVORS	Attachment 5 FFA

**ATTACHMENT 1 - SCHEDULE OF ITEMS - GROUP 1 TROOPS**

SOLICITATION: SPE300-16-R-0058 NEW MEXICO TROOPS (Group 1) 18 MONTH ESTIMATES -- (66) ITEMS													
		Vendor Name & Cage Code: Quality Fruit & Veg. Co. ; 69524											
DO NOT TOUCH THE SHADED FIELDS!!! ONLY FILL IN WHITE FIELDS!!! BID ON ALL ITEMS!!! FILL OUT CELLS (H8 &, M8 & N8) SAVE TO A CD!!!												Please fill out Tier 2 and Tier 3 Distribution	
IF YOU ARE REQUESTED TO SUBMIT AN INVOICE, PLEASE LABEL INVOICES WITH GOV'T ITEM # NEXT TO ITEM												Price under Tier 2 and Tier 3	
GOV'T	GOV'T	AVG GOV	Gov't Item	EST	Unit of	Delivered Pricing	Tier 1 Distribution	Unit	Total Delivered	Total (DIP)	Total Evaluated	Tier 2	Tier 3
Item #	Stock Number	CS WT	Description	Quantity	Issue	Including Freight	(DIP) Price	Price	Price (DEP)	Price	Price	DIP Price	DIP Price
1	891501E210284	40	APPLES, FRESH, RED DEL, USF, 88 CT, 1/40 LB CS	167	CS			\$0.00	\$0.00	\$0.00	\$0.00		
2	891501E210797	40	APPLES, GALA, FRESH, 1/40 LB CS	123	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
3	891501E210282	40	APPLES, GRANNY SMITH, FRESH, MIN USF, 88 CT, 1/40 LB CS	149	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
4	891501E210016	40	BANANAS, FRESH, GREENISH-YELLOW, #4, 1/40 LB CS	1,455	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
5	891501E210613	1	BASIL, FRESH, 1/1 LB CS	128	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
6	891501E210460	3	BLUEBERRIES, FRESH, US#1, 1/3 LB CS	608	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
7	891501E210461	3	BROCCOLI FLORETS, CHL, US#1, 1/3 LB CS	2,468	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
8	891501E210297	20	BROCCOLI, FRESH, US#1, 1/20 LB CS	155	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
9	891501E212471	20	CABBAGE, CHL, GREEN, SHRD, 4/5 LB PG	110	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
10	891501E210300	50	CABBAGE, FRESH, GREEN, US#1, 1/50 LB CS	129	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
11	891501E211381	5	CANTALOUPE, CHL, CUBED, 1/5 LB BG	1,971	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
12	891501E210043	35	CANTALOUPE, FRESH, US#1, 12 CT, 1/35 LB CS	512	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
13	891501E212476	20	CARROTS, CHL, SHRD, 4/5 LB PG	78	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
14	891501E210051	5	CARROTS, CHL, STICKS, US#1, 1/5 LB CS	291	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
15	891501E210311	50	CARROTS, FRESH, WHL, TOPPED, JUMBO, US#1, 1/50 LB CS	146	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
16	891501E212036	5	CARROTS, FRESH, WHL, TOPPED, PEELED, JUMBO, 5 LB BG/CS	153	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
17	891501E210313	3	CAULIFLORETS, CHL, US#1, 1/3 LB BG	425	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
18	891501E210064	5	CELERY, CHL, STICKS, US#1, 1/5 LB CS	551	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
19	891501E210067	1	CILANTRO, FRESH, 1 LB PG	360	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
20	891501E210076	10	CUCUMBERS, FRESH, SUPER SEL, US#1, 1/10 LB CS	270	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
21	891501E210074	20	CUCUMBERS, FRESH, SUPER SEL, US#1, 1/20 LB CS	134	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
22	891501E212029	18	GRAPES, FRESH, RED, SDLS, US#1 TABLE, 1/18 LB CS	656	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
23	891501E210334	18	GRAPES, FRESH, WHITE, SDLS, US#1 TABLE, 1/18 LB CS	93	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
24	891501E210336	15	GREENS, KALE, FRESH, US#1, 1/15 LB CS	114	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
25	891501E211382	5	HONEYDEW MELON, CHL, CUBED, 1/5 LB BG	1,836	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
26	891501E212704	25	HONEYDEW MELON, FRESH, 1/25 LB CS	662	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
27	891501E210103	24	KIWIFRUIT, FRESH, US#1, 96-100 CT, 1/24 LB CS	95	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
28	891501E213306	10	LEMONS, FRESH, 10 LB CASE	98	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
29	891501E214420	5	LEMONS, FRESH, 20-22 CT, 5 LB CS	108	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
30	891501E210346	5	LETTUCE, CHL, ICEBERG, SHRD, 1/5 LB CO	1,091	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
31	891501E210891	12	LETTUCE, CHL, ROMAINE, CHOP, 6/2 LB PG	308	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
32	891501E210347	30	LETTUCE, FRESH, ICEBERG, US#1, IW, 1/30 LB CS	621	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
33	891501E210130	25	LETTUCE, FRESH, ROMAINE, US#1, 1/25 LB CS	320	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
34	891501E210358	5	MUSHROOMS, CHL, SL, US#1, 1/5 LB CS	803	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
35	891501E210357	10	MUSHROOMS, FRESH, US#1, 1/10 LB CS	153	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
36	891501E212243	20	ONIONS, CHL, DICED, 4/5 LB CO	119	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
37	891501E210157	5	ONIONS, GREEN, FRESH, US#1, 24 CT, 1/5 LB CS	114	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
38	891501E210365	25	ONIONS, RED, DRY, US#1, 1/25 LB CS	210	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
39	891501E210927	20	ONIONS, YELLOW, CHL, SL, 4/5 LB PG	92	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
40	891501E210362	50	ONIONS, YELLOW, DRY, 2 IN. RD, US#1, 1/50 LB CS	275	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
41	891501E210692	35	ORANGES, FRESH, 138 SZ, 1/35 LB CS	173	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
42	891501E210369	35	ORANGES, FRESH, ANY, NO TEMPLE, US#1, 88 CT, 1/35 LB CS	126	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
43	891501E210809	2	PARSLEY, FRESH, 12 CT, 1/2 LB CO	134	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
44	891501E210185	36	PEARS, FRESH, BART/ANJOU, US#1, 120 CT, 1/36 LB CS	81	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
45	891501E210440	5	PEPPERS, JALAPENO, FRESH, 5 LB CO	96	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
46	891501E210439	5	PEPPERS, SWT, CHL, GREEN, DICED, 1/5 LB CO	209	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
47	891501E212410	5	PEPPERS, SWT, CHL, RED, DICED, 5 LB CS	218	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
48	891501E210381	25	PEPPERS, SWT, FRESH, GREEN, 3 IN. RD, US#1, 1/25 LB CS	519	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
49	891501E212645	15	PEPPERS, SWT, FRESH, RED, BELL, 1/15 LB CS	225	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
50	891501E212574	15	PEPPERS, SWT, FRESH, YELLOW, US#1, 1/15 LB CS	86	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
51	891501E211383	5	PINEAPPLE, CHL, CHUNKS, 1/5 LB BG	225	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
52	891501E210204	15	PINEAPPLE, FRESH, USF#1, 10-12 SZ, 1/15 LB CS	629	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
53	891501E210391	50	POTATOES, BAKING, FRESH, US#1, 70 CT, 1/50 LB CS	62	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
54	891501E212502	50	POTATOES, RED, FRESH, SZ B, US#1, 1/50 LB CS	116	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
55	891501E210396	40	POTATOES, SWT, FRESH, US#1, 1/40 LB CS	81	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
56	891501E210238	5	RADISHES, FRESH, RED, TOPPED, US#1, 1/5 LB CS	95	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
57	891501E211259	3	SALAD MIX, CHL, SPRING MIX, 1/3 LB CS	512	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
58	891501E210403	5	SALAD MIX, CHL, TOSSED, 1/5 LB PG, LETTUCE, CARROTS, CABBAGE	89	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
59	891501E211314	2.5	SPINACH, FRESH, 1/2.5 LB BG	911	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
60	891501E210656	5	SQUASH, FRESH, GREEN, ZUCCHINI, US#1, 1/5 LB CO	980	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
61	891501E212662	20	SQUASH, FRESH, YELLOW, 1/20 LB CS	179	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
62	891501E210262	8	STRAWBERRIES, FRESH, US#1, QT SZ CO, 1/8 LB CS	2,100	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
63	891501E210418	12	TOMATOES, CHERRY, FRESH, US#1, 1/12 LB CS	605	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
64	891501E210270	25	TOMATOES, FRESH, PINK, US#1, 60 CT, 1/25 LB CS	836	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
65	891501E212206	5	WATERMELON, CHL, CHUNKS, 1/5 LB CO	657	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
66	891501E210276	20	WATERMELON, FRESH, US#1, LOOSE, 1/20 LB EA	885	CS		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
			<b>Est Qty</b>	<b>28,980.00</b>		<b>TIER 1 EVALUATION (18 MONTH)</b>		<b>N/A</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
						<b>TIER 2 EVALUATION (18 MONTH)</b>		<b>N/A</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
						<b>TIER 3 EVALUATION (18 MONTH)</b>		<b>N/A</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
						<b>TOTAL EVALUATION INCLUDING TIERS (UNWEIGHTED)</b>		<b>N/A</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
						<b>TOTAL EVALUATION INCLUDING TIERS (WEIGHTED)</b>		<b>N/A</b>	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		

**ATTACHMENT 1 - SCHEDULE OF ITEMS - GROUP 2 (USDA - SCHOOLS AND RESERVATIONS)**

SOLICITATION: SPE300-16-R-0058 NEW MEXICO SCHOOLS AND RESERVATIONS (Group 2) 18 MONTH ESTIMATES -- (80) ITEMS

Vendor Name & Cage Code: Quality Fruit & Veg. Co. ; 69524

**DO NOT TOUCH THE SHADED FIELDS!! ONLY FILL IN WHITE FIELDS!! BID ON ALL ITEMS!! FILL OUT CELLS (I8 &, N8 & O8) SAVE TO A CD!!**

Please fill out Tier 2 and Tier 3 Distribution

IF YOU ARE REQUESTED TO SUBMIT AN INVOICE, PLEASE LABEL INVOICES WITH GOV'T ITEM # NEXT TO ITEM

GOV'T	GOV'T	GOV'T	AVG Gov	Gov't Item	EST	Unit of	Delivered Pricing	Tier 1 Distribution	Unit	Total Delivered	Total (DIP)	Total Evaluated	Tier 2	Tier 3
Item #	Item Code	Stock Number	CS WT	Description	Quantity	Issue	Including Freight	(DIP) Price	Price	Price (DEP)	Price	Price	DIP Price	DIP Price
1	14J67	891501E050311	40	APPLES & ORANGES MIX 8/5 LB BG	6,622	CS			\$0.00	\$0.00	\$0.00	\$0.00		
2	14F14	891501E050215	40	APPLES G/D 125-138 CT 1/40 LB CS	5,192	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
4	15D45	891501E051029	40	APPLES G/S 125 CT 40 LB CS	8,108	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
5	17D42	891501E050548	36	APPLES R/D 12/3 LB BG	2,223	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
6	14M10	891501E050354	40	APPLES R/D 125-138 CT 40 LB CS	12,509	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
8	15A81	891501E050988	40	APPLES R/D USF 113 CT 40 LB CS	2,750	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
10	15W83	891501E051424	40	APPLES, GALA, 113-125 CT, 1/40 LB CS	6,807	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
11	18C70	891501E051923	20	BROCCOLI CROWNS, FRESH, 20 LB CASE	555	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
12	16R95	891501E050325	3	BROCCOLI FLORETS CHL 1/3 LB BG	10,416	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
13	16K32	891501E050203	18	BROCCOLI FLORETS CHL US#1 1/18 LB CS	3,108	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
14	16V70	891501E050453	10	CABBAGE GRN 10 LB CS	102	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
15	16P47	891501E050069	50	CABBAGE GRN US#1 1/50 LB CS	533	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
16	16N33	891501E050312	5	CABBAGE RED 2-3 CT 5 LB BG	848	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
17	14P02	891501E050002	35	CANTALOUPE US#1 1/35 LB CS	1,224	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
18	15Q60	891501E051244	5	CARROT CHL BABY WHL 1/5 LB BG	5,706	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
19	15O14	891501E052164	30	CARROT CHL BABY WHL 30/1 LB BG	6,369	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
20	15N54	891501E051101	5	CARROT CHL STICK 1/5 LB BG	3,555	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
22	15P76	891501E051209	48	CARROTS 48/1 LB BG	1,104	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
23	16D90	891501E050303	3	CAULIFLORETS CHL 1/3 LB BG	6,098	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
24	15P70	891501E051203	22	CAULIFLOWER 12 CT 1/22 LB CS	2,157	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
26	15A20	891501E050900	5	CELERY 3 CT 1/5 LB BG	2,148	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
27	16W08	891501E050283	5	CELERY CHL STICK 1/5 LB BG	13,143	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
28	18D65	891501E052017	45	CELERY FRESH SLEEVED 30-36 CT 45 LB CS	1,440	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
30	18F71	891501E052122	30	CLEMENTINES 10/3 LB BG 30 LB CS	1,692	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
31	16P75	891501E050520	20	COLE SLAW MIX 4/5 LB BG	710	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
34	14P37	891501E050124	18	GRAPE GRN/WHT SDLS US#1 1/18 LB CS	723	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
35	15A16	891501E050782	40	GRAPEFRUIT 8/5 LB BG	1,869	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
37	14P36	891501E050123	18	GRAPES RED SDLS US#1 1/18 LB CS	1,712	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
38	15Q29	891501E051241	20	KALE GREEN 1/20 LB CS	159	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
39	18H63	891501E052313	40	LEMON 165 CT 40 LB CS	297	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
40	14P06	891501E050006	40	LEMONS US#1 200-250 CT 1/40 LB CS	206	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
41	15D43	891501E051027	2	LETTUCE CHL ROMAINE CHOP 1/2 LB BG	16,224	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
42	15D44	891501E051028	12	LETTUCE CHL ROMAINE CHOP 6/2 LB BG	4,359	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
43	15O25	891501E051148	40	LETTUCE CHL ROMAINE MIX CHOPPED 4 5 LB B	2,362	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
45	17O59	891501E050606	20	LETTUCE CHL SHRD 4/5 LB BG	2,525	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
46	17W37	891501E050870	45	LETTUCE ICEBERG CELLO 24 CT 1/45 LB CS	243	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
47	16W17	891501E050369	20	LETTUCE LEAF GREEN 24 CT 1/20 LB CS	696	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
48	15P64	891501E051197	30	LETTUCE ROMAINE 24 CT 1/30LB CS	2,058	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
49	15W76	891501E051422	25	NECTARINES, FRESH, 1/25 LB CASE	1,499	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
50	15N63	891501E051110	5	ONION DRY RED JUMBO 1/5 LB BG	696	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
51	15N62	891501E051109	5	ONION DRY YEL 1/5 LB BG	1,196	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
52	16W62	891501E050413	25	ONION RED DRY JUMBO 1/25 LB CS	263	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
53	16M17	891501E050784	48	ONION YEL DRY 16 3 LB BG	2,196	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
55	16W54	891501E050405	50	ONION YEL DRY, JUMBO, 1/50 LB CS	312	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
56	14T88	891501E050115	40	ORANGE US#1 8/5 LB BG	4,311	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
57	14F08	891501E050209	40	ORANGES 113-125 CT 40 LB CS	4,248	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
58	14F09	891501E050210	35	ORANGES 138 CT 35 LB CS	15,555	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
59	14W03	891501E050467	35	ORANGES US#1 88 CT 35 LB CS	3,858	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
60	15N21	891501E051088	10	PEA PODS, SNOW, FRESH, 10 LB CASE	1,457	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
61	15Z59	891501E051516	25	PEACHES, FRESH, 25 LB CASE	1,914	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
62	14I57	891501E050633	36	PEAR 12/3 LB BG	1,515	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
63	15P43	891501E051176	35	PEAR ANY 100-150 CT 1/35 LBS CS	10,386	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
64	15P35	891501E051169	25	PEPPERS SWT GRN BELL LG 25 LB CS	192	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
65	15R73	891501E051330	50	POTATO BAKING 80 CT 1/50 LB CS	1,101	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
66	16N40	891501E050323	50	POTATO BAKING RUSSET 10/5 LB BG	6,306	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
67	19B11	891501E050667	50	POTATO RED 10/5 LB CO	2,718	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
69	15Q26	891501E051234	50	POTATO RED SZ B 1/50 LB CS	86	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
70	16W99	891501E050439	1	RADISH 1/1 LB BG	3,279	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
71	15D42	891501E051026	3	SALAD MIX CHL SPRING MIX 1/3 LB BG	2,627	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
72	16L95	891501E050239	5	SALAD MX CHL 3-WAY 1/5 LB BG	147	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
73	17O58	891501E050605	20	SALAD MX CHL 4/5 LB BG	2,334	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
74	18A06	891501E051660	24	SOUP MIX, CHL, ASTD WHL VEG, 12/2 LB PG	1,130	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
75	17T98	891501E050867	2.5	SPINACH CHL 1/2.5 LB BG	7,800	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
76	15T02	891501E051343	10	SPINACH CLEAN & TRIM 4/2.5 LB PG	1,974	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
77	17W87	891501E050971	8	STRAWBERRY CLAMSHELL 8/1 LB CO	10,760	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
78	15Q21	891501E051237	25	TOMATO 6X6 1/25 LB CS	6,812	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
79	15N71	891501E051118	10	TOMATO LARGE 1/10 LB CS	1,439	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
80	18B22	891501E051776	20	TOMATOES, FRESH, 6X6, 4 CT, 20/1 LB PGS	2,645	CS			\$0.00	\$0.00	\$0.00	\$0.00	Leave Blank	Leave Blank
				<b>Est Qty</b>	<b>239,308</b>			<b>TIER 1 EVALUATION (18 MONTH)</b>	N/A	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
								<b>TIER 2 EVALUATION (18 MONTH)</b>	N/A	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
								<b>TIER 3 EVALUATION (18 MONTH)</b>	N/A	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
								<b>TOTAL EVALUATION INCLUDING TIERS (UNWEIGHTED)</b>	N/A	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		
								<b>TOTAL EVALUATION INCLUDING TIERS (WEIGHTED)</b>	N/A	<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b>		