

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER  
1000080805


2. CONTRACT NO.  
SPE3S1-20-D-Z125

3. AWARD/EFFECTIVE DATE  
2019 DEC 09

4. ORDER NUMBER

5. SOLICITATION NUMBER  
SPE3S1-19-R-0008

6. SOLICITATION ISSUE DATE  
2019 NOV 26

7. FOR SOLICITATION INFORMATION CALL: 

a. NAME

b. TELEPHONE NUMBER (No collect calls)

8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE SPE3S1  
  
DLA TROOP SUPPORT  
SUBSISTENCE SUPPLY CHAIN  
700 ROBBINS AVENUE  
PHILADELPHIA PA 19111-5096  
USA  
Local Admin: Jayson Marbach DJM0103 Tel: 215-737-7346-X-7346  
Email: Jayson.1.Marbach@dla.mil

10. THIS ACQUISITION IS  UNRESTRICTED OR  SET ASIDE: \_\_\_\_\_ % FOR:  
 SMALL BUSINESS  WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  
 HUBZONE SMALL BUSINESS  EDWOSB NAICS: 311999  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
  
 SEE SCHEDULE

12. DISCOUNT TERMS  
Net 30 days

13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

13b. RATING  
14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO CODE  
  
SEE SCHEDULE

16. ADMINISTERED BY CODE SPE3S1  
  
SEE BLOCK 9  
Criticality: PAS : None

17a. CONTRACTOR/ OFFEROR CODE 7ZEJ4 FACILITY CODE  
  
PLUM SELECT, LLC DBA Plum Select  
Plum Select  
4558 MICA CT  
GREENSBORO NC 27409-8663  
USA  
  
TELEPHONE NO. 3364793097

18a. PAYMENT WILL BE MADE BY CODE SL4701  
  
DEF FIN AND ACCOUNTING SVC  
BSM  
P O BOX 182317  
COLUMBUS OH 43218-2317  
USA

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.  SEE ADDENDUM

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

25. ACCOUNTING AND APPROPRIATION DATA

26. TOTAL AWARD AMOUNT (For Govt. Use Only)  
\$2,077,575.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

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

29. AWARD OF CONTRACT: REF. SPE3S1-19-R-0008 OFFER DATED 2019-Oct-22. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR

31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)  


30b. NAME AND TITLE OF SIGNER (Type or Print)  
30c. DATE SIGNED

31b. NAME OF CONTRACTING OFFICER (Type or Print)  
Priscilla Reed  
PRISCILLA.REED@DLA.MIL

31c. DATE SIGNED  
2019 DEC 10

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

The following documents are hereby incorporated into this contract: Solicitation SPE3S1-19-R-0008, and your final offer, which is being accepted by the Government to form this contract.

Priscilla Reed is the Administrative Contracting officer of the resulting contract.

Effective period of performance:

Each tier year is comprised of a 365 day term

Tier 1: December 10, 2019 - December 10, 2020

Tier 2: December 10, 2020 - December 10, 2021

Tier 3: December 10, 2021 - December 10, 2022

Tier 4: December 10, 2022 - December 10, 2023

Tier 5: December 10, 2023 - December 10, 2024

Minimum quantity (For the 5-Year Period):

Type I: 2,500

Type II: 2,000

Type III: 1,500

Maximum quantity (For the 5-Year Period):

Type I: 7,500

Type II: 6,000

Type III: 4,500

Delivery Terms: F.O.B. Origin

Inspection and Acceptance Points: Origin

Place of Performance:

Plum Select, LLC

1589 Skeet Club Rd.

High Point, NC 27265

Offered Prices Per Tier:

Type I, Individual Pack

NSN: 8970-01-368-9154

Type II, Female Supplemental Pack

NSN: 8970-01-368-9155

Type III, Bathing Supplemental Pack

NSN: 8970-01-487-7488

Schedule of Items:

Health Comfort Packs: Type I, Type II & Type III

NSN: 8970-01-368-9154

8970-04-368-9155

8970-01-487-7488

\*Due to System error: Block 6 on page 1 is incorrect. Solicitation Issue Date is October 8, 2019. \*

**SECTION B**

SUPPLIES/SERVICES: 8970-01-368-9154

## ITEM DESCRIPTION:

30 day supply of accessories, for 10  
RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENTRQ001: HIGHER LEVEL CONTRACT QUALITY REQUIREMENTS (MANUFACTURERS AND  
NON-MANUFACTURERS)RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS  
(IDENTIFIED BY AN 'R' OR AN 'I' NUMBER) 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.

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

persons, type I

IAW BASIC DRAWING NR 54027 TDP-HCP  
REVISION NR DTD 11/15/2012  
PART PIECE NUMBER:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	8970-01-368-9154 HEALTH AND COMFORT PACK,	7,500.000	BX		

PRICING TERMS: Firm Fixed Price

SUPPLIES/SERVICES: 8970-01-368-9154

CLIN	Price	Delivery (in days)
0001		0

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE:

FOB PAYMENT METHOD: GOVERNMENT

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

PRES MTHD: CLNG/DRY: PRESV MAT:

WRAP MAT: CUSH/DUNN MAT: CUSH/DUNN THKNSS:

UNIT CONT:

PACK CODE:U

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE: -

PALLETIZATION SHALL BE IN ACCORDANCE WITH MD00100452 REV B DATED JULY 01, 2008

CONTINUED ON NEXT PAGE

SECTION B

SUPPLY/SERVICE: 8970-01-368-9155 CONT'D

GOVT USE

ITEM	PR	External		External	External	Customer RDD/
		PRLI	PR	PRLI	Material	Need Ship Date
0001	1000080805	0001	N/A	N/A	N/A	N/A

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SUPPLIES/SERVICES: 8970-01-368-9155

ITEM DESCRIPTION:

female, 10 women, 30 days, type II, 50-72 degrees F.  
RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

RQ001: HIGHER LEVEL CONTRACT QUALITY REQUIREMENTS (MANUFACTURERS AND NON-MANUFACTURERS)

RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER) 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.

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

IAW BASIC DRAWING NR 54027 TDP-HCP  
REVISION NR DTD 11/15/2012  
PART PIECE NUMBER:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	8970-01-368-9155 HEALTH AND COMFORT PACK,	6,000.000	BX		

PRICING TERMS: Firm Fixed Price

SUPPLIES/SERVICES: 8970-01-368-9155

CLIN	Price	Delivery (in days)
0002		0

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE:

FOB PAYMENT METHOD: GOVERNMENT

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999  
PRES MTHD: CLNG/DRY: PRESV MAT:  
WRAP MAT: CUSH/DUNN MAT: CUSH/DUNN THKNSS:  
UNIT CONT:  
PACK CODE:U  
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

**SECTION B**

SUPPLY/SERVICE: 8970-01-368-9155 CONT'D

SPECIAL MARKING CODE: -

PALLETIZATION SHALL BE IN ACCORDANCE WITH MD00100452 REV B DATED JULY 01, 2008

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0002	1000080805	0002	N/A	N/A	N/A	N/A

\* \* \* \* \*

SUPPLIES/SERVICES: 8970-01-487-7488

ITEM DESCRIPTION:

personal body wipes, for bathing for 10 soldiers, 40/box  
RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

RQ001: HIGHER LEVEL CONTRACT QUALITY REQUIREMENTS (MANUFACTURERS AND NON-MANUFACTURERS)

RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS (IDENTIFIED BY AN 'R' OR AN 'I' NUMBER) 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.

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

IAW BASIC DRAWING NR 54027 TDP-HCP  
REVISION NR DTD 11/15/2012  
PART PIECE NUMBER:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	8970-01-487-7488 HEALTH AND COMFORT PACK,	4,500.000	BX		

PRICING TERMS: Firm Fixed Price

SUPPLIES/SERVICES: 8970-01-487-7488

CLIN	Price	Delivery (in days)
0003		0

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: ORIGIN

FOB: ORIGIN DELIVERY DATE:

**SECTION B**

SUPPLY/SERVICE: 8970-01-487-7488 CONT'D

FOB PAYMENT METHOD: GOVERNMENT

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999

PRES MTHD: CLNG/DRY: PRESV MAT:

WRAP MAT: CUSH/DUNN MAT: CUSH/DUNN THKNSS:

UNIT CONT:

PACK CODE:U

MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.

SPECIAL MARKING CODE: -

PALLETIZATION SHALL BE IN ACCORDANCE WITH MD00100452 REV B DATED JULY 01, 2008

GOVT USE

ITEM	PR	External		External	External	Customer RDD/ Need Ship Date
		PRLI	PR	PRLI	Material	
0003	1000080805	0003	N/A	N/A	N/A	N/A

\* \* \* \* \*

**SECTION F - DELIVERIES OR PERFORMANCE****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 differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

**SECTION I - CONTRACT CLAUSES****52.203-14 DISPLAY OF HOTLINE POSTER (OCT 2015) FAR**

As prescribed in 3.1004(b), insert the following clause:

**CONTINUED ON NEXT PAGE**



**SECTION I - CONTRACT CLAUSES (CONTINUED)**

(a) Definition.

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c).

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites.

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from

(Contracting Officer shall insert ---

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5.5 million, except when the subcontract.

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

(End of clause)

**52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR****52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)**

(c) Representation. The Offeror represents that—

It  will,  will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation.

**52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (AUG 2019)**

“Recent statutory changes require DLA to add FAR 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment, to this contract. The contractor may address any

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

concerns regarding the addition of these requirements or meeting these requirements to the contract administrator. Failure to perform in accordance with these requirements may result in a termination for Government convenience. Continued performance in accordance with the revised terms and conditions of this contract constitutes acceptance of the new requirements.”

**252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS****252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) DFARS****52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR****252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS**

As prescribed in 211.273-4, use the following clause:

- (a) *Definition.* “SPI process,” as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at [http://guidebook.dcmi.mil/20/guidebook\\_process.htm](http://guidebook.dcmi.mil/20/guidebook_process.htm) (paragraph 4.2).
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall
- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;
  - (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
  - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
  - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

*(Offeror insert information for each SPI process)*

SPI Process:

Facility:

Military or Federal Specification or Standard:

Affected Contract Line Item Number, Subline Item Number, Component, or Element:

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror

- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

**252.215-7014 EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (JUN 2018) DFARS**

**CONTINUED ON NEXT PAGE**

**SECTION I - CONTRACT CLAUSES (CONTINUED)****252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC (DEC 2016) DFARS****252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC (DEC 2016), ALT I (DEC 2016) DFARS****252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2016) DFARS****252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017) DFARS****52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR****252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018) DFARS**As prescribed in 232.7004(b), use the following clause:(a) *Definitions.* As used in this clause-

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

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

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

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.(c) *WAWF access.* To access WAWF, the Contractor shall-(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:(1) *Document type.* The Contractor shall use the following document type(s).*(Contracting Officer: Insert applicable document type(s).**Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)*(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.*(Contracting Officer: Insert inspection and acceptance locations or “Not applicable.”)*(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

Field Name in WAWF	Data to be entered in WAWF
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

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

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

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

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

(g) *WAWF point of contact.*

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

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

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

(End of clause)

**252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS****52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR****252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013) DFARS****252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA -- BASIC (FEB 2019) DFARS**

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

"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.

"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.

"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.

"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

(i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.

(ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores

**CONTINUED ON NEXT PAGE**

**SECTION I - CONTRACT CLAUSES (CONTINUED)**

of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

(i) This contract is a construction contract; or

(ii) The supplies being transported are --

(A) Noncommercial items; or

(B) Commercial items that --

(1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);

(2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or

(3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

(1) U.S.-flag vessels are not available for timely shipment;

(2) The freight charges are inordinately excessive or unreasonable; or

(3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

(1) Type, weight, and cube of cargo;

(2) Required shipping date;

(3) Special handling and discharge requirements;

(4) Loading and discharge points;

(5) Name of shipper and consignee;

(6) Prime contract number; and

(7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

(1) Prime contract number;

(2) Name of vessel;

(3) Vessel flag of registry;

(4) Date of loading;

(5) Port of loading;

(6) Port of final discharge;

(7) Description of commodity;

(8) Gross weight in pounds and cubic feet if available;

(9) Total ocean freight in U.S. dollars; and

(10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

(1) No ocean transportation was used in the performance of this contract;

(2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

(3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or

(4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

*	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor shall --

(1) Notify the Contracting Officer of that fact; and

(2) Comply with all the terms and conditions of this clause.

(i) In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:

(1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

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

**52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR**

**SECTION J - LIST OF ATTACHMENTS****List of Attachments**

File Name	Description
ATTACH_April_s_signed_copy	Plum Select-April's Signed Copy.pdf
ATTACH_HCP_Specifications	HCP_Specifications_ Revises_2019.docx