

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000045887	PAGE 1 OF 50	
2. CONTRACT NO.	3. AWARD/EFFECTIVE DATE	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE3S1-16-R-0004	6. SOLICITATION ISSUE DATE 2016 JUL 18		
7. FOR SOLICITATION INFORMATION CALL:			a. NAME Jennifer Dam PSPTRA3	b. TELEPHONE NUMBER (No Collect calls) Phone: 215-737-7898	8. OFFER DUE DATE/ LOCAL TIME 2016 AUG 31 03:00 PM	
9. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA		CODE SPE3S1	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: 488190 <input type="checkbox"/> 8 (A) SIZE STANDARD: 1250			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING		
15. DELIVER TO SEE SCHEDULE		CODE	16. ADMINISTERED BY CODE			
17a. CONTRACTOR/OFFEROR TELEPHONE NO.	CODE	FACILITY CODE	18a. PAYMENT WILL BE MADE BY CODE			
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER			18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only)		
<input checked="" type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA			<input checked="" type="checkbox"/> ARE			<input type="checkbox"/> ARE NOT ATTACHED
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE			<input type="checkbox"/> ARE NOT ATTACHED
<input 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			<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED	

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

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

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

Part 12 Clauses

NOTICE TO OUR VALUED SUPPLIERS**THE FOLLOWING ATTACHED FORMS REQUIRE INFORMATION TO BE FURNISHED BY EACH OFFEROR.**

Any questions may be directed to the Contract Specialist Jennifer Dam at telephone number 215-737-7898 or email Jennifer.Dam@dla.mil.

Complete Standard Form 1449, Blocks 17a, 17b, 30a, b and c.

Complete all Supplies/Prices "Schedule" sheets (Offered Prices).

Complete the CAGE Code and DUNS number spaces on this page.

Complete all of the following and any additional Offeror Representations and Certifications:

AUTHORIZED NEGOTIATORS

FAR 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL ITEMS

PLACE OF PERFORMANCE

Please submit the following identification numbers:

CAGE CODE: _____

DUNS#: _____

SYSTEM FOR AWARD MANAGEMENT (FORMERLY CENTRAL CONTRACTOR REGISTRATION)

The System for Award Management (SAM) is a Federal Government owned and operated free web site that consolidates the capabilities in SAM/FedReg, ORCA, and EPLS. Future phases of SAM will add the capabilities of other systems used in Federal procurement and awards processes. **ALL VENDORS MUST REGISTER OR UPDATE THEIR PROFILE IN THE "SYSTEM FOR AWARD MANAGEMENT" (SAM) DATABASE TO BE ELIGIBLE FOR AWARD (SEE FAR CLAUSE 52.212-4(t)).** Your CAGE code must be active and there must be at least one individual listed as the Electronic Business Point of Contact (EB POC) in SAM. To register or update profile please go to the SAM website at: <http://www.sam.gov>

CONTINUED ON NEXT PAGE

Continuation of Blocks from SF 14491. **Block 8**Offer Due Date/Local Time: August 31, 2016/3:00 PM (EST)2. **Block 9**> **Address and Submit “mailed” offers to:**

Defense Logistics Agency
Troop Support
Post Office Box 56667
Philadelphia, PA 19111-6667
Solicitation Number: SPE3S1-16-R-0003
Opening/Closing Date and Time: August 31, 2016/3:00 PM (EST)

> **Address and Deliver “hand carried” offers, including delivery by commercial carrier, to:**

DLA Troop Support
Business Opportunities Office
Bldg. 36, 2nd Floor, Room 2035
700 Robbins Avenue
Philadelphia, PA 19111-5092
Solicitation Number: SPE3S1-16-R-0003
Opening/Closing Date and Time: August 31, 2016/3:00 PM (EST)

Notes:

1. All hand carried offers are to be delivered to the Business Opportunities Office between 8:00 a.m. and 5:00 p.m., Monday through Friday, except for legal federal holidays as set forth in 5 USC 6103. Offerors using a commercial carrier service must ensure that the carrier service “hand carries” the package to the Business Opportunities Office specified above for hand carried offers prior to the scheduled opening/closing time. Package must be plainly marked ON THE OUTSIDE OF THE COMMERCIAL CARRIER’S ENVELOPE with the solicitation number, date, and time set forth for receipt of offers as indicated in Block 8 of the Standard Form 1449.
2. Examples of “hand carried” offers include: In-person delivery by contractor, Fed Ex, Airborne, UPS, DHL, Emery, other commercial carrier, USPS Express Mail, and USPS Certified Mail.

> **Transmit “facsimile” offers (if authorized; see “Addendum” to 52.212-1(b)) or offer modifications/withdrawals to: (215) 737-9300, 9301, 9302 or 9303.**

Offers submitted to any other facsimile number shall not be considered for award. The numbers listed here are THE ONLY ACCEPTABLE fax numbers for this solicitation. Offerors should return ALL pages of the solicitation with their offer.

ADDITIONAL NOTE: Contractors intending to deliver offers in-person should be advised that the Business Opportunities Office (Bid Room) is located within a secured military installation. In order to gain access to the facility, an escort may be required. The escort will be an employee of the Bid Room. The following are telephone numbers for the Bid Room: (215) 737-8511, (215) 737-9044, (215) 737-7354, (215) 737-0317, or (215) 737-8566. It is the offeror’s responsibility to ensure that the offers are received at the correct location at the correct time. Please allow sufficient time to complete delivery of hand carried offers. Since the length of time necessary to gain access to the facility varies based on a number of circumstances, it is recommended that you arrive at the installation at least one hour prior to the time solicitation closes to allow for security processing and to secure an escort. NOTE: THIS IS A SUGGESTION AND NOT A GUARANTEE THAT YOU WILL GAIN ACCESS TO THE BASE IF YOU ARRIVE ONE HOUR BEFORE THE OFFER IS DUE.

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NOTE: E-mail offers are not acceptable forms of transmission for submission of initial proposals or revisions to initial proposals submitted in response to this solicitation. As directed by the Contracting Officer, facsimile and e-mail may be used during discussions/negotiations, if discussions/negotiations are held, for proposal revision(s).

OFFERORS SHOULD RETURN ALL PAGES OF THE SOLICITATION WITH THEIR OFFER ALONG WITH 2 COMPLETE COPIES.

3. Block 15

Required delivery dates shall begin within **45 days** after issuance of each delivery order. Delivery quantities shall be provided via delivery orders issued on an as needed basis. **Delivery shall be FOB Destination** to the following ship to address:

DODAAC: W62G2T

Address: DLA Distribution San Joaquin
 25600 S Chrisman Road
 Rec Warehouse 30-UGR
 Tracy, CA 95304-5000
 United States

Please note: Appointments must be scheduled prior to making all deliveries (call 209-839-5597), 24 hours prior to delivery to schedule appointments).

Inspection/Acceptance is at Destination. Required delivery dates shall begin within 45 days after issuance of each delivery order.

4. Block 17a

› Offeror's assigned Data Universal Numbering System (DUNS) Number: _____

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

› Offeror's assigned Contractor and Government Entity (CAGE) Code: _____

› Offeror's: Specify Fax Number(s): _____
 Email Address(s): _____

5. Block 17b

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

AUTHORIZED NEGOTIATORS:

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

6. Blocks 19-24(continued)

SCHEDULE OF SUPPLIES

1. Effective Period of Contract

This solicitation is total set-aside acquisition for small business. Offerors must meet all terms, conditions and requirements of this solicitation.

DLA Troop Support intends to enter into one or more Indefinite Delivery/Quantity Contracts using Trade-Off Source Selection Procedures. The resulting contract(s) will utilize formula pricing, i.e. Cost of goods plus a Fixed Distribution Fee. The contract(s) will be five (5) year contract, consisting of five 12-Month Tier Periods to supply Various Commercial Components of the Unitized Group Ration Heat & Serve, Unitized Group Ration B and Unitized Group Ration M end-items/modules used by the military services.

NOTE: Deliveries might fall outside of effective period

See FAR clause 52.216-22, Indefinite Quantity (Oct 1995) and DFAR clause 252.216-7006, Ordering (MAY 2011) for delivery periods and ordering.

The solicitation contains the following seven groups: Beverages, Fruits and Vegetables, Canned Meats, Starches, Condiments, Dehydrated Spices & Bases and Bakery Items.

The Government reserves the right to make multiple awards not based on groups to the responsible offeror(s) whose offer will be most advantageous to the government. See FAR 52.212-2 Evaluation – Commercial Items.

2. Formula Item Pricing and Contractor Price Catalog

a. Pricing will be based on the following pricing formula:

$$\text{Unit Price} = \text{Delivered Price} + \text{Distribution Price}$$

b. Definitions:

Unit Price - The total price charged DLA Troop Support per unit for a product delivered to the Government, consisting of two components: “delivered price” and “distribution price”.

Delivered Price - The actual invoice prices for the food that the prime contractor has paid to a manufacturer or supplier for that product delivered to the distribution point (sometimes referred to as the “landed cost”).

Note: The Delivered Price portion of the Unit Price, for the first tier/year and that to be used in evaluating the next four tiers, shall be that Delivered Price effective the week of solicitation closing.

Distribution Price – The firm fixed price, offered as a dollar amount, which represents all the elements of the contract unit price other than the delivered price. This distribution price typically consists of the prime contractor’s projected general and administrative, overhead, direct labor, any other projected expenses associated with the prime contractor’s function, and anticipated profit. The Distribution Price is intended to reflect the difference between the Delivered Price and the Unit Price to deliver the specific product to the depots. The Distribution Price dollar amount shall remain fixed for the term of the contract.

The Delivered Price portion of the Unit Price, for the first year and that to be used in evaluating the next four years, shall be that Delivered Price effective the week of solicitation closing.

All items will have type pack 1.

3. All prices offered for the following items must be F.O.B. Destination. Prices must include freight to the following destination:

DLA Distribution San Joaquin
25600 S Chrisman Road
Rec Warehouse 30-UGR
Tracy, CA 95304-5000

4. Offerors shall also include their prices for all five years. The Fixed Distribution Price remains the same for each tier period. Offer on each tier is mandatory. See FAR 52.216.

5. Unit prices and extended prices must be formatted no more than two decimal places. Ex: \$XX.XX

6. Below is the NSN and item description for the requirements of this solicitation. See Attachment for pricing spreadsheet of these component items. It is anticipated that more items may be added after award.

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7. Offerors are reminded that the quantities stated in the solicitation represent only the estimated quantities. Price evaluation will be based on all items (or NSN) listed in the Attachment. Pricing will be evaluated for all five-year period. The estimated quantities will be multiplied by the offered unit prices for all five tiers, to estimate the lowest overall aggregate cost to the Government.

NSN	ITEM DESCRIPTION	Quantity	Unit of Issue
Group 1 - Beverages			
8915-00-183-7135	JUICE, APPLE, CANNED, or apple juice from concentrate, canned, single strength, clear, US Grade A, 5-1/4 to 6 fluid oz (155.264 to 177.444 ml) can, U.S. Standards for Grades, product description (a), style I	259,200	CN
8915-01-623-6133	APPLE JUICE, CONCENTRATE, SHELF STABLE, 100% JUICE 11.5 OZ CN	27,048	EA
8940-01-487-7780	CREAMER, NONDAIRY, dry, 25/3 grams pgs per intermediate box, CID A-A-20043B	89,100	CO
8955-01-484-9676	CAPPUCCINO, Instant, Powder, French Vanilla, 1 oz.(28.35 g) pg, 25 pgs/co., CID A-A-20336A, type II , style A, regular, flavor 1	21,900	BX
8955-01-513-4514	CAPPUCCINO, COFFEE, INST, regular, irish cream, 1 oz pg, 25pgs/co, CID A-A-20336A, flavor 4	19,200	BX
8955-01-519-5603	COFFEE, ROASTED, filter pack, grd, jet grind, arabica blend, five 1.25 oz. filter pgs/module co, 1.75 gal yield, vacuum sealed and waterproof for extended shelf life, 31 module co/case (for Unitized Group Ration)	126,000	CO
8955-01-540-7860	Iced Tea Mix, Peach, pdr, non-nutritive sweetener, ind. serving pg., 10 pgs/box, CID A-A-20183C, variety I, style B, type 1, flavor d (for Unitized Group Ration).	3,540	BX
8955-01-451-1572	TEA MIX, INST, pdr, lemon flavored, w/sugar, 24 oz pkg, 2 gallon yield, CID A-A-20098E, type 1 or 2, class 6	31,860	BX
8960-01-487-7787	COCOA BEV PDR, swt, nonfortified, 16 oz pgs per intermediate box, CID A-A-20189B	21,900	BX
8960-01-395-1139	BEV BASE, lemonade, pink, swt, w/ascorbic acid, 24 oz pkg, 2 gal yield, CID A-A-20098E, flavor 19, type II (for UGR)	10,620	PG
8960-01-419-3689	BEV BASE, grape, pdr, swt, w/ or w/o ascorbic acid, 24 oz pg, 2 gal yield pg, CID A-A-20098E, form a or b, flavor 5, type II (for UGR)	35,640	PG
8960-01-419-3690	BEV BASE, orange, pdr, swt, w/ or w/o ascorbic acid, 24 oz pg, 2 gal yield pg, CID A-A-20098E, form a or b, flavor 1, type II (for UGR).	37,620	PG
8960-01-419-3691	BEV BASE, cherry, swt, pdr, 24 oz pg, 2 gal yield/pg, CID A-A-20098E, form a or b, flavor 6, type II (for UGR).	19,260	PG
8960-01-419-3693	BEV BASE, lemonade, pdr, swt, w/ or w/o ascorbic acid, 24 oz pg, 2 gal yield pg, CID A-A-20098E, form a or b, flavor 8, type II (for UGR)	54,000	PG
8960-01-540-7857	Bev. Base, Lemonade, pdr, non-nutritive sweetener, ind. serving pg, 10 pgs/box, CID A-A-20098E, flavor 8, type III (for UGR).	3,540	BX
8960-01-585-8062	Bev. Base, Lemon Lime, sugar free, 10 count per box, CID A-A-20098, type III, flavor 4, for UGR E and Heat & Serve	3,540	BX
8960-01-585-8064	Bev. Base, Fruit Punch, sugar free, 20 count per box, CID A-A-20098, type III, flavor 7, for UGR E and Heat & Serve	10,620	BX
8960-01-585-8082	Bev. Base, Cranberry-Pomegranate, sugar free, 20 count per box, CID A-A-20098, type III, formula a, for UGR E and Heat & Serve	3,540	BX
8960-01-623-6087	SPORTS DRINK BASE, POWDER, FRUIT PUNCH 21OZ PG	8,694	EA
8960-01-623-6088	SPORTS DRINK BASE, POWDER, GRAPE 21OZ PG	8,694	EA
8960-01-623-6081	SPORTS DRINK BASE, POWDER, MIXED BERRY 21OZ PG	8,694	EA
8960-01-623-6085	SPORTS DRINK BASE, ORANGE 21OZ PG	14,490	EA
8955-01-623-6277	TEA BAGS, BLACK PEKOE, INDIVIDUALLY WRAPPED, 100BG/ BX	7,728	EA
Group 2 - Fruits and Vegetables			
8915-00-127-8272	APPLESAUCE, CANNED, US Grade A, no. 10 size can, U.S. Standards for Grades, color (a), Flavor (a), type of pack (b), style (a)	3,840	CN
8915-00-127-9282	PEAS, CANNED, Early or sweet, US Grade A, no. 10 size can, U.S. Standards for Grades, type (a)	5,760	CN

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	or (b), size 1, 2,3,4,5,6 or 7, or combination thereof.		
8915-00-251-8068	CRANBERRY SAUCE, CANNED, jellied or strained, US Grade A, no. #300 size can, U.S. Standards for Grades, style I	14,160	CN
8915-00-257-3947	CORN, CANNED, golden, whole Kernel or whole grain, US grade A, no. 10 size can, 603 x 700, Brine packed	55,920	CN
8915-00-286-5482	FRUIT COCKTAIL, CANNED, LIGHT SYRUP PACK, US Grade A or B, no. 10 size can, U.S. standards For Grades	51,960	CN
8915-00-577-4203	PEACHES, Cling, Quarters or Slices, Light or Heavy Syrup, Style b or c, Grade B, # 10 Can	48,720	CN
8915-00-582-4058	TOMATO PASTE, 12 oz can, heavy, med, or light conc, coarse or fine texture, US Grade A, US std for gr, kinds of texture (1) or (2)	1,920	CN
8915-00-616-0223	PEARS, Bartlett, Halves, Light or Heavy syrup, Style a, Grade A or B, # 10 can	20,160	CN
8915-00-616-4820	BEANS, Green, Style a, d, or e, Type a or b, Size 1 thru 6, Grade A, # 10 can	53,040	CN
8915-00-634-2436	CARROTS, CANNED, slices or quarters, US Grade A, no. 10 size can, U.S. Standards for Grades, style b or c	16,380	CN
8915-01-373-4977	TOMATOES, Diced, US Grade A, Style e, # 300 can	2,880	CN
8915-01-647-9650	WATER CHESTNUTS, SLICED #10 CN	966	CN
8915-01-450-7295	VEGETABLES, Mixed, Canned, US Grade A, # 10 can, CID A-A-20120D	27,960	CN
8915-01-487-7519	Peas & Carrots, mixed, canned, US Grade A, No. 10 size can	21,240	CN
8915-01-516-9406	BEANS, BLACK, CANNED, dried, in brine, meatless, no. 10 size can, CID A-A-20134B, type i, class k, style 1 (for unitized b ration)	960	CN
8915-01-516-9413	BEANS, GREAT NORTHERN, CANNED, dried, in brine, meatless, no. 10 size can, CID A-A-20134B, type i, class c, style 1 (for unitized b ration)	3,840	CN
8915-01-518-0230	PEPPERS, JALAPENO, SLICED, CANNED, in brine, 4 oz. can (for Operational B Ration)	960	CN
8915-01-623-6993	MUSHROOMS, SLICED # 10 CN	1,932	EA
8940-00-616-0226	PIE FILLING, Regular, Apple, Type I, Flavor A, #10 size can, CID A-A-20161A	1,920	EA
8940-01-623-6683	CHERRY PIE FILLING, FRUIT, PREPARED, REGULAR #10 CN	1,932	EA
8940-01-623-6691	BLUEBERRY PIE FILLING, FRUIT, PREPARED, REGULAR #10 CN	4,830	EA
Group 3 - Canned Meats			Unit of Issue
8905-00-023-8284	HAM CHUNKS, with Juices, packaged in a # 10 CN, Shelf Stable, PCR-H-011	4,620	CN
8905-01-560-8354	CHICKEN, BONED, CANNED, pieces, solid pack, 48 oz.	17,280	CN
8905-01-504-1235	PORK SAUSAGE LINKS IN BRINE, SHELF STABLE, min 75 intact links/can, 106 oz (3.005 kg) net wt, no. 10 size can, PCR-P-035	5,400	CN
8905-01-504-8540	TURKEY SAUSAGE LINKS IN BRINE, SHELF STABLE, min 75 intact links/can, 106 oz (3.005 kg) net wt, no. 10 size can	5,400	CN
8905-01-568-6928	BEEF CHUNKS, Canned, in beef broth, 6/48 oz. can	13,440	CN
8905-01-627-2696	BEEF CHUNKS, CUBE SIZE 3/4- 1 INCH, 104 OZ ISP	5,796	EA
8940-01-067-7960	MEAT BALLS IN TOMATO SAUCE, min 50% ckd meatballs, no. 10 size can	3,840	CN
8940-01-517-9950	GRAVY W/SAUSAGE, READY TO SERVE, CANNED, cream gravy, country style, no. 10 size can (for Operational B Ration), PCR-P-040	5,400	CN
8940-01-627-2702	MEATBALLS IN TOMATO SAUCE, FLEXIBLE POUCH, SHELF STABLE, ISP POUCH 104 OZ	3,864	EA
Group 4 - Starches			Unit of Issue
8915-01-367-8976	POTATOES, , White, Dehydrated, Hash Brown, 40 Oz box, CID A-A-20032	27,000	EA
8915-01-394-9960	POTATOES, WHITE, DEHYDRATED, instant mashed (Precooked, rapid rehydrating), agglomerates, gable top paperboard box, min. fifty 1/2 cup servings per box, CID A-A-20032, form (B), style 4 (for Unitized Group Ration)	2,880	BX
8915-01-516-9347	POTATOES, White, Dehydrated, Au Gratin, 36 -38 oz. Box	1,920	BX
CONTINUED ON NEXT PAGE			

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8920-00-272-8934	SPAGHETTI, long form, regular cooking, enriched, 1 lb box, CID A-A-20062E	5,760	BX	
8920-00-782-2979	MACARONI, elbow form, regular cooking, enriched, 1 lb box, CID A-A-20062E	6,720	BX	
8920-01-079-1583	CEREAL, WHEAT, FARINA, quick-cooking, enriched, 28 oz box, CID A-A-20108, type i, class b, style 2	5,400	BX	
8920-01-079-1585	HOMINY GRITS, white, quick-cooking, enriched, 24 oz (68.04 g) container, CID A-A-20035D, type I, style B, flavor 1	16,200	CO	
8920-01-123-2298	RICE, PARBOILED, long grain, enriched, max 13.5% moisture, max 2% white ungelatinized kernels, us no. 1 gr or us no. 2 gr (parboiled light), 5 lb bag, us standards of identity for enriched rice (21 cfr 137.350) and us standards for milled rice (7 cfr 68.301)	6,720	BG	
8920-01-134-3703	HOMINY GRITS, white, regular, enriched, 12/ 0.8 oz pkg, CID A-A-20035D, type I, style c, flavor 1	50,000	CO	
8920-01-647-9792	BROWN RICE 5 LB BG	966	EA	
8920-01-368-7386	STUFFING MIX, Chicken flavored with vegetable seasoning, in hermetically sealed paper/foil laminate pouch, 28 oz. box	2,880	BX	
8920-01-429-6306	CEREAL, ROLLED OATS, quick cooking, 42 oz (1.191 kg) co, cid a-a-20090E (for unitized group ration)	2,700	BX	
8920-01-623-6299	SPAGHETTI, DRY, THIN, 10" LONG FORM 1 LB BX	5,796	EA	
8920-01-623-6377	LINGUINI, DRY, WHOLE GRAIN, 1 LB BX	17,388	EA	
8920-01-623-6286	OATMEAL, VARIETY PACK 10-12 INDIVIDUAL PACKETS/BX	20,796	EA	
8920-01-627-2687	MACARONI, DRY, WHOLE GRAIN, ELBOW FORM 1 LB BX	2,898	EA	
Group 5 - Condiments				Unit of Issue
8925-01-368-1611	SYRUP, imitation maple, regular, thick, 12 fluid oz plastic bottles, 8.5 in. max height, Type IV, Style 1, Flavor A, CID A-A-20124D. Note: The plastic syrup bottle shall be closed with a retractable pour spout. Pour spout closure shall be secured in such a manner to prevent loosening of the cap or leakage during shipment and storage. A tamper evident seal over the mouth of the bottle and around the circumference of the juncture of the cap shall be used.	67,500	BT	
8930-01-393-4270	JELLY, GRAPE (CONCORD), US Grade A, 22 oz hermetically sealed plastic squeeze bottle w/reclosable pouring cap, CID A-A-20078C	66,000	BT	
8930-01-487-7485	JAM, STRAWBERRY, US Grade A, 22 oz hermetically sealed plastic squeeze bottle w/reclosable pouring cap. ADCOP	33,000	BT	
8940-01-393-8412	PUDDING, CANNED, Chocolate or milk chocolate, ready-to-serve, artificially flavored, artificial coloring, # 10 size can, CID A-A-20051E	1,920	CN	
8940-01-647-9784	VANILLA PUDDING, Shelf Stable, Ready-to-Eat, Regular, No. 10 can, Type I, Flavor I, CID A-A-20051	2,898	CN	
8940-01-531-4946	CHEESE SPREAD, Cheddar, Fortified, in Pouch, Jalapeño, Type II, 24 pouches per bag, PCR-P-039	7,080	EA	
8950-01-059-5269	WORCESTERSHIRE SAUCE, 5 to 10 fluid oz (147.87 to 295.74 ml) bottle, CID A-A-20099B	2,700	BT	
8950-01-368-1608	BARBECUE SAUCE, Plain, w/o added fruit purees, 1/2 gal plastic co., CID A-A-20335A (for unitized group ration)	1,920	CO	
8950-01-647-9789	SOY SAUCE, LOW SODIUM 4 TO 10 OZ BT, Type III or IV, CID A-A-20087	1,932	EA	
8950-01-393-8422	Soy Sauce, fermented, 5 oz. CID A-A-20087C, type I (for Unitized Group Ration)	3,540	BT	
8950-01-396-3998	CATSUP, TOMATO, US Grade A, 20 oz. Plastic squeeze container w/resealable pouring cap, U.S. Standards for Grade	56,100	BT	
8950-01-396-4011	CREOLE SAUCE, 4 lb 5 oz plastic co (for unitized group ration)	8,640	CO	
8950-01-433-2207	HOT SAUCE, Extra hot – 4x, Type II, 3 oz. bottle, CID A-A-20097F	118,920	BT	
8950-01-487-7784	SALSA, TOMATO, BASED, mild, chunky, 48 oz., plastic squeeze bottle, hermetically sealed with reclosable pouring cap. Type 1, Style b, CID A-A-20210B	20,040	BT	
8950-01-516-9416	SALSA, MILD, SHELF STABLE, tomato based, chunky, ½ gallon bottle, CID A-A-20210B, type I, pungency B, style 2 for Unitized B Ration)	7,680	BT	
8950-01-519-0201	CATSUP, JALAPENO 20 OZ SQUEEZE BOTTLE, CID A-A-20346A	33,000	EA	
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8950-01-644-9045	HOT SAUCE, CHILI & LIME, type VII, 12 oz. bottle, CID A-A-20097F	7,080	EA	
8950-01-623-6703	BBQ SAUCE, BOURBON STYLE 64 OZ BT	1,932	EA	
8950-01-623-6671	SAUCE, CHILI GARLIC. KOREAN 64 OZ BT	1,932	EA	
Group 6 - Dehy Spices & bases				
8910-01-623-6213	CHEDDAR CHEESE SHREDS, DEHYDRATED 24 OZ BG	5,796	EA	
8910-01-625-4588	AMERICAN CHEESE, processed, pasteurized, dehydrated, 32 oz. foil laminated bag.	960	BG	
8915-00-227-1387	PEPPERS, GREEN, DEHY, swt, diced, unckd, w/desiccant, 4.25 oz co., CID A-A-20070C, type i, style a or b, class 1	2,700	CN	
8915-01-647-9785	PEPPERS DEHYDRATED GREEN AND RED 4.25 OZ PG, Type III, Style A, Class 1, CID A-A-20070	1,932	EA	
8915-01-368-1613	ONIONS, DEHY, chopped, 1.62 oz plastic co (for unitized group ration)	5,580	CO	
8935-01-503-6689	BROTH, CHICKEN, DEHY, 8 servings/box, CID A-A-20329A	1,920	BX	
8940-01-534-2621	Butter Flavored Granules, 100% Natural Flavor, 2 oz. pouch package.	53,400	EA	
8940-01-368-0321	GRAVY MIX, inst, pork, 13 oz foil laminate bag, 1 gal yield (for unitized group ration)	960	BG	
8940-01-368-1614	GRAVY MIX, inst, brown, 16 oz foil laminate bag, yields 1 gal, (for unitized group ration)	6744	BG	
8940-01-368-1615	GRAVY MIX, inst, chicken, 16 oz foil laminate bag, yields 1 gal, (for unitized group ration)	5778	BG	
8940-01-623-6942	GRAVY MIX, PEPPERED FOR BISCUITS, INSTANT, TRANS FAT-FREE, NO MSG 16 OZ FOIL LAMINATE BG	1,932	EA	
8950-01-368-7389	SAUCE MIX, INST. CHEESE, 32 oz. foil bag	1,920	EA	
8950-01-623-6791	SAUCE MIX, ALFREDO, INSTANT, 16 OZ FOIL LAMINATE BG	1,932	EA	
8950-01-623-6708	SEASONING MIX, FRIED RICE, 1.75 OZ FOIL LAMINATE PG	9,660	EA	
8950-01-369-3276	SALT AND PEPPER, TWIN PACK, salt, table iodized, fine granulated or evaporated, 4 oz. shaker w/sprinkle/pour lid, and pepper, black, ground, 1.5 oz. shaker /sprinkle/pour lid, ADCOP (for Unitized Group Ration)	26,940	EA	
8950-01-518-0209	CAJUN SEASONING, 3.18 oz plastic bottle, CID A-A-20001A, type II, class F (for Operational B Ration)	960	CO	
8950-01-518-0220	ITALIAN SEASONING, 0.75 oz. plastic bottle, CID A-A-20001A, type II, class I (for Operational B Ration)	960	CO	
8950-01-518-0226	SOUTHWEST SEASONING, 3.15 oz. plastic bottle, CID A-A-20001A, type II, class L (for Operational B Ration)	1,920	CO	
8950-01-518-0238	CREOLE SEASONING, 3.0 oz., plastic bottle, CID A-A-20001A, type II, class K, (for Operational B Ration)	960	CO	
8950-01-647-9793	GARLIC POWDER with added anticaking agent, 1.1 OZ BT	966	CO	
8950-01-627-2763	CINNAMON, GROUND 1 OZ BT	2,898	EA	
Group 7 - Bakery Items				
8925-00-935-3260	ICING MIX, powder, chocolate flavored, no. 10 size can	2,880	CN	Unit of Issue
8925-01-647-9788	BROWN SUGAR, 16 OZ BX, Type II, Style A or B, CID A-A-20135	1,932	EA	
8925-01-623-7023	SUGAR, REFINED GRANULATED 20 OZ BX	1,932	EA	
8925-01-623-7028	SUGAR CONFECTIONARY, 1LB BX	11,592	EA	
8925-01-627-2776	VANILLA ICING MIX #10 CN	966	EA	
8945-01-393-8426	SHORTENING COMPOUND, general purpose type, semi-solid, all veg oil, 1 lb composite can w/ resealable plastic lid, (for unitized group ration), CID A-A-20100C	13,500	CN	
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Business Proposal/Offer Prices:

Offeror shall submit their price proposals by completing the Proposed Price Excel Spreadsheet (same as the downloadable Attachment of solicitation SPE3S1-16-R-0004 in FedbizzOpps website) which will be e-mailed to the offeror upon its request to the Contract Specialist, Jennifer Dam at 215-737-7898 or at email address Jennifer.Dam@dla.mil or the Contracting Officer, Thomas Haley at 215-737-2064 or at email address Thomas.Haley@dla.mil. The completed spreadsheet shall be renamed by the offeror, by prefixing the Spreadsheet name with the name of the offeror, e.g. "Acme Co. Pricing.xls". The price proposal shall also state the brand/label offered for the items in the Schedule of Supplies. The price proposal shall include the delivered price effective the week of solicitation closing, the fixed distribution price and the total offered unit price.

Prices shall be submitted for the all five tiered years. It is requested that all pricing information be provided in writing.

Note: Submission of the offer prices should be hand carried/faxed to the Business Opportunities Office at (215) 737-9300, 9301, 9302 or 9303 (see additional information on pages 4 & 5). A courtesy copy of the offer can be emailed to the Contract Specialist Jennifer Dam, however lacking submission of the business proposal/offer prices to the Business Opportunities Office will deemed the proposal invalid.

CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)

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

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

TECHNICAL/QUALITY DATA**1. ITEM REQUIREMENTS:**a. Shelf Life

A minimum of 18 months' shelf life is required for all items.

b. Description/Specification:

Please see Section Schedule of Supplies above for a complete list of product item descriptions and specifications. Copies of the required technical specifications (i.e.: Performance Contract Requirements (PCRs), Commercial Item Descriptions (CIDs), etc) may be obtained upon request from:

Defense Logistics Agency
DLA Troop Support
Ms. Ramona Hemphill, Food Technologist
ATTN: FTSC
700 Robbins Avenue, Philadelphia, PA 19111-5092
Telephone: (215-737-2986)
e-mail: Ramona.Hemphill@dla.mil

Copies of the stated documents may also be obtained at the DLA Troop Support Subsistence Internet website located at <http://www.troopsupport.dla.mil/subs/support/specs/procure.asp>

2. INSPECTION AND ACCEPTANCE REQUIREMENTS

A. For the purposes of Inspection/Acceptance and Shipment/Delivery, a manufacturer's "lot" shall be considered no greater than a single shift's production.

Note: When product is being delivered to Tracy Depot in California, lot numbers will not be mixed on the same pallet.

B. OPTIONAL CONTRACTOR TESTING is provided by the alternate inspection requirements of DLAD 52.246-9024, Alternative Inspection Requirements for Selected Items.

3. PACKAGING:

Preservation, packaging, etc. furnished by suppliers shall meet or exceed the following requirements:

Unit packages shall be designed and constructed so that the contents of each package shall be protected from damage during shipment and storage. Unit packages shall also be able to withstand subsequent handling. Unit packs susceptible to corrosion or deterioration shall be protected by preservative coatings. Items requiring protection from physical damage, or which are fragile in nature (i.e., glass) shall be protected by wrapping, cushioning, etc. or other means to mitigate damage during handling and shipment. If screw caps are used, they shall be secured to the bottles with a band of plastic shrink film or plastic tape. All bottles shall be hermetically sealed (inner seal) and secured to withstand any position in the shipping container without leaking.

4. LABELING:

Labeling for unit and intermediate containers shall meet those used in the commercial distribution or over the counter retail sales. The labeling shall be sufficient to clearly and visibly identify the contents of the package. All markings must comply with the applicable laws as set forth by the Federal Food Drug and Cosmetic Act and regulations promulgated there under.

5. PACKING:

The shipping container (including any necessary blocking, bracing cushioning or waterproofing) shall comply with the regulations of the carrier used and provide safe delivery to the destination point at the lowest possible tariff cost. It shall be capable of multiple handling and storage under favorable conditions for a minimum of one year.

6. TRACEABILITY:

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In order to facilitate an effective traceability for the Unitized Group Ration Program, the contractor shall ensure that each primary container (unit pack) and intermediate container, if required, has a lot number and Date of Pack (DOP). The date of pack on the Placards shall be identical to the material code on each individual case. These package codes shall be permanent and legible. **Failure to comply will result in delayed payment.**

Use of the Julian Date for the lot number and a time stamp (hour and minute of filling/sealing) is preferred. For example (1296 12:15), 1296 = October 23, 2011 and 12:15 representing the time of filling/sealing. When not required by specification, the contractor's lot identification may be of their own coding, i.e. a closed code, but the contractor shall provide the coding information for the primary containers and the contract data markings upon delivery. Package codes per case lot number shall be identified on the appropriate accompanying Bill of Lading/DD Form 250 upon delivery.

Additionally, the contractor shall ensure that traceability records include identifying ALL ingredients and ALL sources for those ingredients. This shall be accomplished for the each item, brand and component that is shipped to the Defense Depot (Assembler) for the Unitized Group Ration Programs.

This information shall be made available within 24 hours.

7. DATE OF PACK

Acceptance will be limited to product processed and packed subsequent to date of award of delivery order. Additionally, all shipments of components/product from a producer to destination/assembly points shall not be older than 60 days at time of shipment.

8. MISCELLANEOUS REQUIREMENTS

Compliance with the provisions contained in Title 21, Code of Federal Regulations Part 110 "Current Good Manufacturing Practice in Manufacturing, Packaging or Holding Human Food," and all regulations referenced herein, is required. In addition, the contractor is required to comply with all the provisions contained within specific parts of the Code of Federal Regulations. For example, low-acid canned food manufacturers, Part 110 and 113 are applicable.

The Contracting Officer or any Government personnel designated by him shall be permitted entry into the contractor's and subcontractor's plants during performance of manufacturing operations. Except for inspection service, the Contracting Officer shall give prior notice of the purpose of the meetings and shall furnish dates of the visit.

9. PRODUCT SANITARILY APPROVED SOURCE REQUIREMENTS

As required by 48 CFR 246.471 Authorizing Shipment of Supplies, AR 40-657, Veterinary/Medical Food Safety, Quality Assurance and Laboratory Service, DLAR 4155.3, Inspections of Subsistence Supplies and Services, DLAD 52.246-9044, "SANITARY CONDITIONS (APR 2014), and as clarified by the Armed Forces Food Risk Evaluation Committee, 31 JAN 1996, all Operational Ration Food Components will originate from sanitarily approved establishments. Acceptable sanitary approval is constituted by listing in the "Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement," published by the U.S. Army Institute of Public Health (USAIPH), or an establishment inspected and approved by the U.S. Department of Agriculture (USDA) or the U.S. Department of Commerce (USDC) and possessing a USDA/USDC establishment number. This requirement applies to all GFM and CFM Operational Ration Food Components and to all Operational Ration types. Requests for inspection and "Directory" listing by USAIPH will be routed through DLA Troop Support-FTSC for coordination and action. Situations involving sole sources of supply, proprietary supply sources, and commercial Brand Name items will be evaluated directly by the Chief, DLA Troop Support-FTSC, in coordination with the Chief, Approved Sources Division, USAIPH.

SANITARY CONDITIONS

(a) Food establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Institute of Public Health (USAIPH) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at:

<http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>). Compliance with the

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current edition of DoD Military Standard 3006A, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the worldwide directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the worldwide directory.

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat, Poultry and Egg Inspection Directory,] published by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), at <http://www/fsis.usda.gov/wps/portal/fsis/topics/inspection/mpi-directory> . The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

(ii) Intrastate commerce of meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs certified by the USDA as being "at least equal to" the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(iii) Shell eggs may be supplied from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published by the USDA, Agriculture Marketing Service (AMS) at <http://www.ams.usda.gov/poultry/grading.htm>.

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the "Meat, Poultry and Egg Product Inspection Directory" published by the USDA FSIS at http://apps.ams.usda.gov/plantbook/Query_Pages/PlantBook_Query.asp . All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under "U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products" in the "USDC Participants List for Firms, Facilities, and Products", published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: seafood.nmfs.noaa.gov). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

(vi) Pasteurized milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers" (IMS), published by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) at <http://www.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2007965.htm>. These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the "Grade 'A' Pasteurized Milk Ordinance" (PMO) published by the USDHHS, FDA at <http://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>.

(vii) Manufactured or processed dairy products only from plants listed in Section I of the "Dairy Plants Surveyed and Approved for USDA Grading Service", published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/AMSV1.0/getfile?dDocName=STELPRD3651022>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (e.g., plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed

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cheddar but not cubed mozzarella). Plants listed in Section II and denoted as "P" codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the "Interstate Certified Shellfish Shippers Lists" (ICSSL), published by the USDHHS, FDA at

<http://www.fda.gov/food/guidanceregulation/federalstatefoodprograms/ucm2006753.htm>.

(3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4H/MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312 ; 1-888-584-8332 ; or download from web site: http://www.apd.army.mil/pdffiles/r40_657.pdf) For the most current listing of exempt plants/products, see the Worldwide Directory (available at:

<http://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>).

(4) Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading "Distributed By", "Manufactured For", etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the Contracting Officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the Contractor to request an extension of any delivery date. In the event the Contractor fails to correct such objectionable conditions within the time specified by the Contracting Officer, the Government shall have the right to terminate the contract in accordance with the "Default" clause of the contract.

(b) Delivery conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and /or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product 'unfit for intended purpose', supplies tendered for acceptance may be rejected without further inspection.

10. MARKING OF SHIPPING CONTAINERS AND MARKING OF UNIT LOADS

All Shipping Containers and Unit Loads shall be clearly marked, in accordance with DLA Troop Support Form 3556 entitled "Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semi-perishable Subsistence, dated April 2014, with the following information on two adjacent sides of the load with the largest characters possible as follows:

Unitized Ration Component

National Stock Number

Item Name

Date of Pack and Lot Number

Number of Shipping Containers per Pallet

Contract Number

Contractor's name and Address

Inspection Test Date (ITD)

Note: For the Inspection Test Date, the expected shelf life is found in the applicable solicitation/contract. To calculate the ITD, add the shelf life value to the month/year date of pack.

Example, if the Date of Pack is June 2007, and the shelf life is 36 months (3 years), then the ITD is computed as follows: 6/07 + 3 years = 6/10. If labels are used, they shall be permanently affixed with water-resistant adhesive tape.

Shipments without the appropriate Shipping Container and Unit Load Markings will be rejected and returned to origin, or at the Contracting Officers discretion, reworked at a labor rate determined by the destination activity (not DLA Troop Support).

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11. UNITIZATION

Unit loads shall have the shipping containers arranged on a 40 inch by 48 inch commercial wood or plywood four-way entry pallet, or on a 48 inch by 40 inch Grocery Manufacturers of America wood four-way entry pallet. The load shall be bonded with non-metallic strapping, shrink or stretch film, or others means that comply with carrier rules and regulations applicable to the mode of transportation (adhesive bonding is not acceptable).

Bonding material shall secure the load to the pallet to form a consolidated, stable cargo which can be handled as a unit. For example, when strapping is used to secure the load, the straps shall pass under the top deck boards of the pallet. When stretch or shrink film is used, it must be applied low enough on the pallet to secure the load to the pallet. The unit load height shall not exceed 50 inches.

Inspection of unit loads shall be in accordance with classification Type III, Class G of DLA Troop Support Form 3507 of April 2014 entitled "Loads, Unit: Preparation of Semi-perishable Subsistence Items."

NOTE: The unit load dimensions are 40 inches in length by 48 inches in width and 50 inches in height (Please note: In the height dimension, this includes the 1-3/8" slave board that the pallet and material are placed on).

These dimensions are exact and can be no larger than what is specified. No overhang is permitted.

12. QUALITY ASSURANCE PROVISIONS

FAR Clause 52.246-2 is applicable.

By submitting an offer, the contractor certifies that the product offered meets: the specified finished product salient characteristics and all requirements of this contract; conforms to the producer's own specifications and standards, including product characteristics, manufacturing procedures, quality control procedures, and storage and handling practices; has a national or regional distribution from storage facilities located within the United States, its territories, or possessions; and is sold on the commercial market.

The Government reserves the right to determine proof of such conformance prior to the first delivery from the point of origin and any time thereafter, as may be necessary, to include delivery at final destination, and for the time the product is covered under warranty, to determine conformance with the provisions of the contract.

End item lots determined nonconforming may be reworked to correct or screen out the defective units. Rework shall only be considered acceptable to the Government when the rework procedure has a reasonable probability of correcting the deficiency.

Any rework plan at a minimum will be approved by DSCP-FTRA, except for instances involving a rejection/retention of a lot due to foreign material. A lot rejected/retained due to the actual presence of foreign material or the likelihood of the presence of foreign material shall be retained in full and will require coordination with DSCP-FTRA prior to initiation of any rework.

A nonconforming lot, other than a lot retained for the presence of foreign material, may only be reworked one time without any specific authorization from the Contracting Officer. If a contractor elects to rework a lot a second time, a petition with supporting valid technical reasons as to why a second rework will provide more success than the first must be submitted in writing to the Contracting Officer for approval.

An end item lot rejected by the contractor or Government must be reworked and re-offered within 30 days from the date of initial rejection.

The supplies or products furnished under the contract shall be produced in accordance with the provisions of 21 CFR, Part 110, "Current Good Manufacturing Practices in Manufacturing, Packing or Holding Human Food," and all regulations referenced therein.

13. GOVERNMENT INSPECTION/ACCEPTANCE

The contractor must meet all characteristics specified herein. Government inspection and acceptance shall be at destination for identity, count and condition for all terms and conditions of the contract. This shall include but is not limited to the following:

1. All shipments must be accompanied by a Bill of Lading or DD-250, and a WAWF report.
2. All unit loads must be marked in accordance with DLA Troop Support Form 3507.
3. All unit loads shall be stable and not exceed 50 inches in height including pallet material.
4. All delivered product shall be free of defects.
5. All shipments must contain the correct quantity as specified by DLA Troop Support.
6. Appointments must be scheduled with the receiving activity prior to delivery.
7. All delivered product must meet or exceed the appropriate product requirements as described in this Solicitation.
8. All delivered products must meet the required date of pack/shelf life requirements.

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9. To determine the date of pack, any closed date code must be accompanied with documentation deciphering the closed product code.
10. All delivered products must be free of insect and rodent infestation.

Failure to comply with ANY of the above conditions may result in the shipment(s) being rejected and returned to origin, or at the Contracting Officer's discretion reworked at a labor rate determined by the destination activity (not DLA Troop Support).

14. iRAPT FORMERLY WIDE AREA WORKFLOW

ALL SUPPLIERS ARE REQUIRED TO PROCESS INVOICES ELECTRONICALLY THROUGH THE DLA INVOICING, RECEIPT, ACCEPTANCE, AND PROPERTY TRANSFER (iRAPT) SYSTEM formerly known as WIDE AREA WORKFLOW (WAWF). iRAPT is a secure web based system for electronic invoicing, receipt, acceptance, and property transfer. iRAPT allows government vendors to submit and track invoices and receipt/acceptance documents over the web and allows government personnel to process those invoices in a real-time, paperless environment. It is also the only application that will be used to capture the Unique Identification (UID) of Tangible Items information. iRapt is in accordance with the 2001 National Defense Authorization Act (DFARS 252.232-7003/252.232.7003 Electronic Submission of Payment Requests and Receiving Reports) which requires claims for payment under a Department of Defense Contract to be submitted in electronic form. As of March 03, 2008, DOD has issued a final rule amending the Defense Federal Acquisition Regulation supplement (DFARS) to require use of the iRAPT formerly Wide Area Workflow as the only acceptable electronic system for submitting requests for payment (invoices and receiving reports) under DOD contracts. For access to the iRAPT formerly WAWF system, please go to the following website: <https://wawf.eb.mil/>.

Contract Clauses

Note: 52.212-4, **Contract Terms and Conditions—Commercial Items (MAY 2015)** is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far/index.html>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

Addendum to 52.212-4:

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

1. Paragraph (a), Inspection/Acceptance, is revised to add FAR clause 52.246-2, Inspection of Supplies – Fixed Price (AUG 1996). FAR 52.246-2 expands the definition of “Supplies,” to include, but not limit to, raw materials, components, intermediate assemblies, end products, and supply lots. FAR 52.246-2 provides a basis for the Government’s right to perform Product Verification Testing (PVT), which is a requirement on any resulting contract(s). PVT is addressed in DLAD clause 52.246-9004. Each clause is contained in full text elsewhere in the solicitation.

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

(c) Changes.

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

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

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

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

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

Paragraph (d), Disputes, is revised to add the following:

52.233-9001 DISPUTES – AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011)

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

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

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[] The offeror should check here to opt out of this clause: [] Alternate wording may be negotiated with the Contracting Officer.

4. Paragraph (m), Termination for Cause.

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

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1,350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

5. Paragraph (o), Warranty: The following clause will supersede FAR 52.212-4(o) referenced in this solicitation.

52.246-17 -- Warranty of Supplies of a Noncomplex Nature (June 2003)

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

“Acceptance” means the act of an authorized representative of the Government by which the Government assumes for itself, or as an agent of another, ownership of existing supplies, or approves specific services as partial or complete performance of the contract.

“Supplies” means the end items furnished by the Contractor and related services required under the contract. The word does not include “data.”

(b) *Contractor’s obligations.*

(1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 6 months after receipt of supplies at destination or, in the case of supplies required to bear an expiration date, for the expiration date indicated in the labeling thereof,

(i) All supplies furnished under this contract will be free from defects in material or workmanship and will conform with all requirements of this contract; and

(ii) The preservation, packaging, packing, and marking, and the preparation for, and method of, shipment of such supplies will conform with the requirements of this contract.

(2) When return, correction, or replacement is required, transportation charges and responsibility for the supplies while in transit shall be borne by the Contractor. However, the Contractor’s liability for the transportation charges shall not exceed an amount equal to the cost of transportation by the usual commercial method of shipment between the place of delivery specified in this contract and the Contractor’s plant, and return.

(3) Any supplies or parts thereof, corrected or furnished in replacement under this clause, shall also be subject to the terms of this clause to the same extent as supplies initially delivered. The warranty, with respect to supplies or parts thereof, shall be equal in duration to that in paragraph (b)(1) of this clause and shall run from the date of delivery of the corrected or replaced supplies.

(4) All implied warranties of merchantability and “fitness for a particular purpose” are excluded from any obligation contained in this contract.

(c) *Remedies available to the Government.*

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(1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within *45 days after discovery of the defect*.

(2) Within a reasonable time after the notice, the Contracting Officer may either --

(i) Require, by written notice, the prompt correction or replacement of any supplies or parts thereof (including preservation, packaging, packing, and marking) that do not conform with the requirements of this contract within the meaning of paragraph (b)(1) of this clause; or

(ii) Retain such supplies and reduce the contract price by an amount equitable under the circumstances.

(3)

(i) If the contract provides for inspection of supplies by sampling procedures, conformance of supplies or components subject to warranty action shall be determined by the applicable sampling procedures in the contract. The Contracting Officer --

(A) May, for sampling purposes, group any supplies delivered under this contract;

(B) Shall require the size of the sample to be that required by sampling procedures specified in the contract for the quantity of supplies on which warranty action is proposed;

(C) May project warranty sampling results over supplies in the same shipment or other supplies contained in other shipments even though all of such supplies are not present at the point of reinspection; provided, that the supplies remaining are reasonably representative of the quantity on which warranty action is proposed; and

(D) Need not use the same lot size as on original inspection or reconstitute the original inspection lots.

(ii) Within a reasonable time after notice of any breach of the warranties specified in paragraph (b)(1) of this clause, the Contracting Officer may exercise one or more of the following options:

(A) Require an equitable adjustment in the contract price for any group of supplies.

(B) Screen the supplies grouped for warranty action under this clause at the Contractor's expense and return all nonconforming supplies to the Contractor for correction or replacement.

(C) Require the Contractor to screen the supplies at locations designated by the Government within the contiguous United States and to correct or replace all nonconforming supplies.

(D) Return the supplies grouped for warranty action under this clause to the Contractor (irrespective of the f.o.b. point or the point of acceptance) for screening and correction or replacement.

(4)

(i) The Contracting Officer may, by contract or otherwise, correct or replace the nonconforming supplies with similar supplies from another source and charge to the Contractor the cost occasioned to the Government thereby if the Contractor --

(A) Fails to make redelivery of the corrected or replaced supplies within the time established for their return; or

(B) Fails either to accept return of the nonconforming supplies or fails to make progress after their return to correct or replace them so as to endanger performance of the delivery schedule, and in either of these circumstances does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.

(ii) Instead of correction or replacement by the Government, the Contracting Officer may require an equitable adjustment of the contract price. In addition, if the Contractor fails to furnish timely disposition instructions, the Contracting Officer may dispose of the nonconforming supplies for the Contractor's account in a reasonable manner. The Government is entitled to reimbursement from the Contractor, or from the proceeds of such disposal, for the reasonable expenses of the care and disposition of the nonconforming supplies, as well as for excess costs incurred or to be incurred.

(5) The rights and remedies of the Government provided in this clause are in addition to and do not limit any rights afforded to the Government by any other clause of this contract.

(End of Clause)

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

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

7. Paragraph (t), System for Award Management.

Add the following paragraph:

(a) Definitions.

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

“Commercial and Government Entity (CAGE) Code” means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code”.

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

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

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

(1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service. The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record “Active”.

**FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--
COMMERCIAL ITEMS (DEVIATION 2013-O0019) (JUN 2016)**

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

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

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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- (i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).
- (ii) 52.219-8, Utilization of Small Business Concerns (Oct 2014) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.
- (iii) 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.
- (iv) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (v) 52.222-26, Equal Opportunity (Apr 2015) (E.O. 11246).
- (vi) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).
- (vii) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).
- (viii) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
- (ix) 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.
- (x) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
- (xi) X (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).
- (xii) 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.)
- (xiii) 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)
- (xiv) 52.222-54, Employment Eligibility Verification (Oct 2015).
- (xv) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
- (xvi) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xvii) 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.
- (xviii) 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.
- (xviii) 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.

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Addendum

The following additional clauses are set forth in full text:

52.211-16 VARIATION IN QUANTITY (APR 1984)

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

(b) The permissible variation shall be limited to:

2 percent increase

2 percent decrease

This increase or decrease shall apply to each line item.

52.216-19 ORDER LIMITATIONS (OCT 1995) – FAR

(a) **Minimum order.** When the Government requires supplies or services covered by this contract in an amount of less than **one pallet layer for any item** the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

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

(1) Any order for a single item in excess of **maximum quantity for each item;**

(2) Any order for a combination of items in excess of N/A; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **7 days** after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 INDEFINITE QUANTITY (OCT 1995) – FAR

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

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

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

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; *provided*, that the Contractor shall not be required to make any deliveries under this contract after 120 days after the effective period expires.

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52.246-15 CERTIFICATE OF CONFORMANCE (APR 1984) – FAR

(a) When authorized in writing by the cognizant Contract Administration Office (CAO), the Contractor shall ship with a Certificate of Conformance any supplies for which the contract would otherwise require inspection at source. In no case shall the Government's right to inspect supplies under the inspection provisions of this contract be prejudiced. Shipments of such supplies will not be made under this contract until use of the Certificate of Conformance has been authorized in writing by the CAO, or inspection and acceptance have occurred.

(b) The Contractor's signed certificate shall be attached to or included on the top copy of the inspection or receiving report distributed to the payment office or attached to the CAO copy when contract administration (Block 10 of the DD Form 250) is performed by the Defense Contract Administration Services. In addition, a copy of the signed certificate shall also be attached to or entered on copies of the inspection or receiving report accompanying the shipment.

(c) The Government has the right to reject defective supplies or services within a reasonable time after delivery by written notification to the Contractor. The Contractor shall in such event promptly replace, correct, or repair the rejected supplies or services at the Contractor's expense.

(d) The certificate shall read as follows:

I certify that on _____ [insert date], the _____ [insert Contractor's name] furnished the supplies or services called for by Contract No. _____ via _____ [Carrier] on _____ [identify the bill of lading or shipping document] in accordance with all applicable requirements. I further certify that the supplies or services are of the quality specified and conform in all respects with the contract requirements, including specifications, drawings, preservation, packaging, packing, marking requirements, and physical item identification (part number), and are in the quantity shown on this or on the attached acceptance document.

Date of Execution: _____

Signature: _____

Title: _____

52.246-9004 PRODUCT VERIFICATION TESTING (NOV 2011) – DLAD

(a) The requirements of Federal Acquisition Regulation (FAR) clause 52.246-2, "Inspection of Supplies-Fixed Price," American National Standards Institute (ANSI)/American Society for Quality (ASQ) Z1.4-1993, "Sampling Procedures and Tables for Inspection by Attributes," apply. These documents form the basis for the Government's right to perform product verification testing (PVT) of this product. FAR 52.246-2 is hereby incorporated by reference into the contract if not otherwise called out in the purchase document. The current version of ANSI/ASQC Z1.4 can be found at <http://asq.org>. The private sector and non-Department of Defense (DOD) agencies may purchase copies of ANSI/ASQC Z1.4 from the American Society for Quality at <http://asq.org/index.aspx>.

(b) The Contractor is responsible for ensuring that supplies are manufactured, produced, and subjected to all tests required by applicable material specifications/drawings specified in the purchase description of the contract. Notwithstanding any other clause to the contrary, and/or in addition thereto, the Government reserves the right to conduct PVT to ascertain if any or all requirements of the purchase identification description contained elsewhere herein are met prior to final acceptance.

(c) On any given contract, the Government may require PVT through a Government-designated testing laboratory on the contract or production lot at Government expense to verify conformance. When the contract is designated by the Procurement Contracting Officer (PCO)/Administrative Contracting Officer (ACO) for PVT, the Government Quality Assurance Representative (QAR) will select a random sample, from lots presented by the Contractor for Government acceptance, to verify that the entire lot tendered meets the requirements of the contract or during production to ensure critical manufacturing processes are in control and send the samples to a Government-designated laboratory for testing at the Government's expense. The PVT samples shall be

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shipped with a copy of the Department of Defense (DD) Form 250, a DD Form 1222 (as prepared in coordination with the QAR) and marked as follows: "Product Verification Test Samples, Contract number _____, lot/item number _____." Upon shipment of the PVT samples, the original unsigned DD Form 250, along with a copy of the DD Form 1222, shall be submitted to the PCO.

Upon notification to the Contractor that PVT is invoked, the Contractor shall not ship any material from the sampled lot until the Contractor receives notification of acceptable PVT results. Government reserves the right to reject the lot, or withhold payment if the Contractor ships prior to Government approval of the PVT. The Government will notify the Contractor of the results of the testing within 15 working days after receipt of the samples by the Government.

(d) Samples subjected to PVT are deemed to be part of the contract quantity. Samples destroyed during testing will be paid for at the contract price, provided the samples pass PVT. Those samples not destroyed during PVT will be returned to the Contractor at the Government's expense and will be included as part of the total contract quantity within the limits of the quantity variation clause specified in the contract.

(e) The Contractor will not be paid for those samples destroyed during testing which fail PVT. Such failure will result in rejection of the entire contract lot from which the samples were taken. Those samples from a rejected lot which were not destroyed during PVT may be returned to the Contractor at the Contractor's request and expense.

(f) [This subparagraph pertains only to contracts and bilateral purchase orders.]

(1) The QAR will evaluate the test results and accept or reject the rest of the production lot based on those results. At acceptance, the QAR is authorized to notify the Contractor and send copies of the report to the Product Verification Program (PVP) Office and the PCO. If the Government fails to act within the period set forth herein for notification, the Contracting Officer shall, upon timely written request, equitably adjust, under the Changes clause of this contract, the delivery or performance dates and/or the contract price and any other contractual terms affected by the delay. The Government is not required to accept/reject the supplies tendered until after receipt of the PVT results.

(2) The Government shall have the option to require the Contractor to screen the entire lot tendered for any defects noted by the PVT. Any defects found shall be corrected before re-tendering the lot for acceptance by the Government. Furthermore, the Government may subject this lot to additional PVT. If the Government disapproves the lot tendered for acceptance because of a failure to pass PVT, the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. In such case, the Government reserves all rights to remedies to which it is otherwise entitled by law, regulation, or this contract.

(g) [This subparagraph pertains only to unilateral purchase orders.]

(1) The QAR will evaluate the test results and accept or reject the rest of the production lot based on those results. At acceptance, the QAR is authorized to notify the Contractor and send copies of the report to the PVP Office and the PCO. The Government is not required to accept/reject the supplies tendered until after receipt of the PVT results.

(2) The Government shall have the option to require the Contractor to screen the entire lot tendered for any defects noted by the PVT. Any defects so found shall be corrected before re-tendering the lot for acceptance by the Government. Furthermore, the Government may subject this lot to additional PVT. If the Government disapproves the lot tendered for acceptance because of a failure to pass the PVT, the Government has the right to reject the entire offer, thereby releasing the parties from further obligations under the purchase order.

Alternate III When acquiring Instrument Bearings, use paragraphs (a) and (c) in addition to the basic clause and paragraph (b) in lieu of paragraph (c) in the basic clause.

(a) When PVT is a requirement, the Contractor shall notify the PCO and the QAR in writing at least 30 calendar days before anticipated completion of manufacture of the contract quantity or first manufacturing lot. This is to allow for sufficient time for scheduling and PCO coordination with the Government test facility.

(b) In the event that the Government test activity performs destructive testing on any of the PVT samples, the Contractor shall receive the full contract unit price for that sample or samples as long as the testing found that sample or samples to be in conformance with technical requirements. PVT samples determined to be conforming and not destroyed or degraded in testing shall be returned, by the Government test activity, to the

Contractor at Government expense. The Contractor shall examine the returned PVT samples, refurbish as necessary, and may include them in the production quantity if found to be unharmed by the PVT.

(c) The PCO may waive the requirement for PVT where supplies being offered are identical to supplies that were accepted by the Government within a period of two years prior to the date of current solicitation. Offerors offering such products, who wish to rely on such prior acceptance by the Government, must furnish evidence with the offer that prior Government acceptance is presently appropriate for the products to be furnished hereunder by indicating below the information for identical supplies accepted by the Government.

Government Agency _____

Contract Number _____

Date of Contract _____

NSN _____ Specification/Part Number _____

In all cases, the PCO reserves the right to make final waiver determination.

The contract delivery schedule shall be reduced by 30 calendar days (time allotted for submission and approval of PVT sample(s)) if submission of PVT sample(s) is waived by the Government.

52.246-9024 ALTERNATIVE INSPECTION REQUIREMENTS FOR SELECTED ITEMS - DLA TROOP SUPPORT - SUBSISTENCE (NOV 2011)

(a) Optional Contractor Testing of Contractor-Furnished Materials.

To expedite shipment, the Contractor has the option to perform, or have performed by an independent laboratory, contractually-required tests of end items or component material not specified by the U.S. Standards of Grade. The inspector for the Government agency having jurisdiction over ascertaining compliance may permit shipment, provided all other requirements of the contract are met. The designated Government inspector will select random samples of each lot of end items or component material for verification testing until the Contractor's testing system is determined reliable in accordance with paragraph (c) of this clause. It is the intent of the Government to rely on Contractor test results to the maximum extent practicable and minimize Government verification testing.

(b) Compliance of Product.

Acceptance of material as complying with required characteristics shall be based on the Contractor's test results; provided that Government verification indicates the Contractor's testing system is reliable, in accordance with paragraph (c) of this clause, as to each of the required characteristics. If the Contractor's test system is determined to be unreliable, product compliance will be determined based solely on Government test results. In the event the Government detects any irregularities in the Contractor's testing system, the designated Government inspector may withhold approval until Government test results indicate products conform to contract requirements. (For Meal, Ready-to-Eat (MRE) items, if Government laboratory test results show that product is nonconforming, the product shall be withheld from final assembly and subject to return and replacement by the component Contractor, even if previously approved by the Government inspector.)

(c) Reliability Conditions.

(1) To be considered reliable, the Contractor's testing system shall produce results comparable to the Government test results; unless the Government agency having jurisdiction has inspected the item produced at the Contractor's plant within the previous 120 days. Unless otherwise specified in this contract, the Government inspector will select samples randomly from the first three lots of end items presented for inspection and will conduct verification testing on a skip-lot basis. Skip-lot verification is done by random selection of samples from not less than one lot in six consecutive lots presented for inspection. The sampling procedure under skip-lot places the succeeding lots not chosen for inspection back into the universe available for subsequent inspection. (For instance, starting with a group of six lots (i.e., 1-6), one lot is randomly selected

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for inspection. If lot 4 is selected, the next samples will be selected from lots 5, 6, 7, 8, 9, or 10. If lot 8 is selected, the next samples will be selected from lots 9, 10, 11, 12, 13, or 14; and so on.)

(2) Contractor's testing system shall be considered unreliable when (i) the Government verification results indicate product nonconformance to contract requirements; and (ii) a significant disparity exists between Government laboratory results and Contractor test results. When a Contractor's testing system is determined to be unreliable, compliance testing will revert to the Government, and all items shall be inspected by the Government prior to shipment.

(3) Contractor's testing system will be considered doubtful when (i) a significant disparity exists between Government laboratory results and Contractor test results; (ii) the Government test results indicate significantly poorer quality than the Contractor's; and (iii) the Government laboratory test results do not indicate product nonconformance to a statistically significant degree. When the Contractor's testing system is considered doubtful, verification testing will be performed on each lot produced; however, the Government will continue to permit the Contractor to ship based on its own test results.

(4) Contractor testing system reliability will be determined by applying recognized statistical tests to the Contractor's and Government's test results. These determinations shall be accomplished by the DLA Troop Support, Directorate of Subsistence, Product Services Office, 700 Robbins Avenue, Philadelphia, Pennsylvania 19111-5092.

(5) The Contracting Officer will notify the Contractor of any change in reliability status. Notification will include details of the statistical determinations and test results used in reliability studies. Telephonic notification and copies of these determinations will be provided to the Government by DLA Troop Support FTRE.

(d) Procedures. When the Contractor elects to perform testing, the following shall apply:

(1) Reporting of Contractor's Results. Test reports for each lot of end item and components shall be submitted in the format contained in this clause by the Contractor in an original and one copy to the designated Government inspector. The inspector will forward one completed copy to DLA Troop Support FTRE.

(2) Verification Actions. The Government will perform verification testing for food items and component material required by the contract to assure that the Contractor's testing results are reliable. Verification samples will be accompanied by a DD Form 1222, Request for and Results of Tests. The Government laboratory that performs the tests will provide copies of the test results to the Government inspector and to DLA Troop Support FTRE. The Government laboratory will telephone the results to DLA Troop Support HS (215-737-4259) when testing identifies nonconformance. The Government reserves the right to (i) increase the rate or amount of verification testing up to and including full lot-by-lot testing, in the event the Contractor does not furnish reliable test results or certificates; or (ii) obtain additional data when significant disparities exist between the Contractor's results and the results of the Government laboratory testing. When any element of the Contractor testing system is determined unreliable, the Government may consider the testing system as a whole unreliable and return to full lot-by-lot verification for every test. Testing by the Government will continue until such time as the Contractor's reliability is again established.

(3) Standby Test Samples. The Government reserves the right to withdraw and hold standby test samples of component or finished product or both (the quantity of which shall be the next larger available sample size required for unit testing and the same sample size required for composite testing) for inspection purposes. Unused samples will be returned to the Contractor.

(e) Charges Applicable to Unreliable Test Status. The prime Contractor shall be charged the costs of lot-by-lot inspection during the period that its testing system is considered unreliable. These charges will be processed and approved by the Contracting Officer.

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(f) Format for Contractor/subcontractor test report.**Name and Address of Contractor:**

Name and Address of Subcontractor: (if applicable)

Received for Testing: (date)

Contract Number:

Sample Tested: (end item or component, indicate by name)

Quantity Tested:

Applicable Specification:

Identification of Lot: (end item or component lot number, as applicable)

Quantity in Lot: (units)

Testing Completed: (date)

Test Report

(Report test results for each sample unit tested and the sample average, if required by the specification, and identify results obtained from composite samples.)

(Typed name and title of laboratory official and signature)

The following certification shall be affixed to the test report when testing was performed on component items by supplier's laboratory or by subcontractor's laboratory.

Certification

I certify that the above test results were furnished to this firm to cover the testing of samples which are representative of the lot, and to the best of my knowledge and belief, have been found to comply with the analytical requirements of the specification, contract no. _____

Signature: _____

(typed name and title of Contractor's representative who is authorized to sign the certificate, and the date)

The following certification shall be affixed to the test report when testing was performed on component and/or end item by Contractor's laboratory or an independent laboratory.

Certification

I certify that the item presented for acceptance under terms of above referenced contract has been tested, as required by the contract, through the testing of samples that were representative of the lot, and to the best of my knowledge and belief, were found to comply with the analytical requirements of the specification and the contract.

Signature: _____

(typed name and title of Contractor's representative who is authorized to sign the certificate, and the date)

Distribution:

(Original and one (1) copy to Government inspector, who will forward one (1) copy to DLA Troop Support FTRE; and hard copy with each shipment, when DD Form 250 (MIRR) reports are not provided.)

252.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

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

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

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

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

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

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

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

52.226-6 Promoting Excess Food Donation to Nonprofit Organizations (May 2014)

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

“Apparently wholesome food” means food that meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.

“Excess food” means food that—

- (1) Is not required to meet the needs of the executive agencies; and
- (2) Would otherwise be discarded.

“Food-insecure” means inconsistent access to sufficient, safe, and nutritious food.

“Nonprofit organization” means any organization that is—

- (1) Described in section 501(c) of the Internal Revenue Code of 1986; and
- (2) Exempt from tax under section 501(a) of that Code.

(b) In accordance with the Federal Food Donation Act of 2008 (42 U.S.C. 1792), the Contractor is encouraged, to the maximum extent practicable and safe, to donate excess, apparently wholesome food to nonprofit organizations that provide assistance to food-insecure people in the United States.

(c) *Costs.*

(1) The Contractor, including any subcontractors, shall assume the responsibility for all the costs and the logistical support to collect, transport, maintain the safety of, or distribute the excess, apparently wholesome food to the nonprofit organization(s) that provides assistance to food-insecure people.

(2) The Contractor will not be reimbursed for any costs incurred or associated with the donation of excess foods. Any costs incurred for excess food donations are unallowable.

(d) *Liability.* The Government and the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall be construed to supersede State or local health regulations (subsection (f) of 42 U.S.C. 1791).

(e) *Flowdown.* The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments greater than \$25,000 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):
 FAR: <https://www.acquisition.gov/far/index.html>;
 DFARS: <http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
 DLAD: <http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm>

The following additional clauses are incorporated by reference:

<u>CLAUSE NUMBER</u>	<u>TITLE/DATE</u>
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252.204-7003 252.204-7012	Control of Government Personnel Work Product (APR 1992) DFARS Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015) DFARS
52.209-9 252.209-7004	Updates of Publicly Available Information Regarding Responsibility Matters (JUL 2013) Subcontracting with Firms that are Owned or Controlled by the Government of a Country That is a State Sponsor of Terrorism (OCT 2015) DFARS
52.211-9010 52.211-9014 52.216-9006 52.223-1 52-223-2	Shipping Label Requirements—Military Standard (MIL-STD)-129P (APR 2014) DLAD Contractor Retention of Traceability Documentation (AUG 2012) DLAD Addition/Deletion of Items (AUG 2005) DLAD Biobased Product Certification (May 2012) FAR Affirmative Procurement of Biobased Products Under Service And Construction Contracts (SEP 2013) FAR
52.223-4 52.223-5 52.223-12 252.225-7002 52.232-17 52.242-13 52.242-15 52.246-9003 52.246-9013 52.246-9023 52.246-9025 52.246-9039	Recovered Material Certification (MAY 2008) FAR Pollution Prevention and Right-to-Know Information (MAY 2011) FAR Refrigeration Equipment and Air Conditioners (May 1995) FAR Qualifying Country Sources as Subcontractors (DEC 2012) DFARS Interest (MAY 2014) FAR Bankruptcy (JUL 1995) FAR Stop Work Order (AUG 1989) FAR Measuring and Test Equipment (JAN 2014) DLAD Contractor and Government Samples at Origin (SEP 2007) DLAD General Inspection Requirements (NOV 2011) DLAD Re-inspection of Nonconforming Suppliers (NOV 2011) DLAD Removal of Government Identification from Non-accepted Supplies (NOV 2011) DLAD Sanitary Conditions (APR 2014) DLAD Federal Food, Drug and Cosmetic Act (AUG 2008) DLAD
52.246-9044 52.246-9045 52.247-34 52.247-9012	F.O.B. Destination (NOV 1991) Requirements for Treatment of Wood Packaging Material (WPM) (FEB 2007) DLAD

STATEMENT OF WORK

INTRODUCTION

A firm receiving an award under the formula pricing arrangement will be subject to price verification techniques such as market analysis and random price and invoice analysis. The fixed distribution prices, and initial unit prices, of the item will be determined to be fair and reasonable. During the life of the contract, price analysis will be performed to ensure that prices are fair and reasonable.

Contracting officer may request product samples prior to award. All offerors must provide product samples within 7 days after date of request. Failure to do so may result in an unsuccessful offer.

3. Product Brand/Label changes:

The contractors may also propose, in writing to the Contracting Officer at any time, another brand/label of product for any contract item. If another brand/label is proposed, the government may request new product samples. If the Government considers the new proposed item an improvement, and a better value considering price, it will advise the contractor in writing of its acceptance of the replacement brand/label, and the new item will be the contract brand/label evaluated for future delivery orders. An approved brand/label replacement shall not modify any existing delivery order(s), unless such delivery order is formally modified.

Complete delivery instructions will be provided with each delivery order.

Minimum/Maximum Quantities: See clause 52.216-22 – Indefinite Quantity

The minimum to be ordered under each contract shall be equal to 5% of the estimate total dollar value of the contract. The Government is only obligated to purchase the contract minimum dollar value, not a minimum quantity for any item or destination. The contract maximum will be 150% of the estimated total contract dollar value awarded.

PRE-AWARD PLANT SURVEY: To determine the responsibility of prospective contractors, the government reserves the right to conduct physical surveys of the plants which are to be used in the performance of a contract. In the event the government is prevented from making such survey by; the offeror or its proposed subcontractor, the offer may be rejected. As a part of the pre-award survey, the offeror may be required to obtain from its intended sources of supply, letters confirming availability of components, materials machinery and tooling.

C. CONTRACTING AUTHORITY

DLA Troop Support Contracting Officer is the **ONLY** person authorized to approve changes to, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with DLA Troop Support Contracting Officer.

In the event the vendor effects any change at the direction of any person other than the DLA Troop Support Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made to cover any costs associated with such change.

D. NEGOTIATIONS

For the subject acquisition, the Government intends to award on initial offers but reserves the right to conduct negotiations if determined by the Contracting Officer to be necessary. Initial responses to negotiations shall be in a form of communication customary in the industry for transmitting information to include phone, facsimile transmission, letter, in-person and e-mail. However, any information provided during negotiations, to include all changes to the initial offer, must be reduced to writing and transmitted to the DLA Troop Support Business Opportunities Office by the time and date specified at the time of Final Proposal Revisions. Information not submitted to the DLA Troop Support Business Opportunities Office by the specified date and time will not be considered by the Government during final evaluations.

Solicitation Provisions

Note: 52.212-1, **Instructions to Offerors—Commercial Items (OCT 2015)** is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far/index.html>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

Addendum to 52.212-1:

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

1. Paragraph (b), *Submission of Offers.*

- a. Delete the 1st sentence and substitute the following:

Submit signed and dated offers as specified on page 3 of this solicitation at Block 9 on or before the exact due date/local time as specified on page 3 at Block 8. Facsimile offers are NOT authorized for this solicitation. Facsimile offers are authorized for this solicitation. Facsimile offers that fail to furnish required representations, or information, or that reject any of the terms, conditions and provisions of the solicitations, may be excluded from consideration. Facsimile offers must contain the required signatures. The Government reserves the right to make award solely on the facsimile offer. However, if requested to do so by the Contracting Officer, the apparently successful offeror agrees to promptly submit the complete original signed proposal. The Government will not be responsible for any failure attributable to the transmission or receipt of the facsimile offer.

b. **SUBMISSION REQUIREMENTS:** Offerors are required to submit the completed solicitation, the pricing proposal and the past performance information. A cover letter may accompany the proposal to set forth any information you wish to bring to the attention of the solicitation SPE3S1-16-R-0004 to the Government. The Non-Price Proposal must be prepared separately and shall not be combined with the Price Proposal.

1.0 Past Performance

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Offerors shall provide a list of contracts, commercial or government, performed within the last two years. Offerors shall provide a point of contact address, telephone number, average dollar amount of the contract per annum, period of performance, and a description of the items provided. For government contracts, provide the government agency, point of contact, telephone number, contract number, dollar value, period of performance, and a sample listing of the items provided.

Offerors shall list and address how any "problems" or discrepancies (i.e. late deliveries, shortages, overages, damages, defects, mis-shipments, etc) experienced in the past two years for the customers reported in response to commercial accounts listed above and for prior Government contracts, were handled and remedied.

NOTE: *The Government reserves the right to limit the number of accounts reviewed for verifying past contract performance. Furthermore, we reserve the right to contact other contractor accounts, both commercial and Governmental, that are not provided in the proposal for the purpose of reviewing past performance.*

2. Paragraph (c), Period for acceptance of offers.

Change "30 calendar days" to read "180 calendar days".

3. Paragraph (d), Product samples: Add the following:

Product samples are not required at time of submission of proposals, however the Government reserves the right to request product samples when needed to verify the product's technical acceptability pertaining to, but not limited to, packaging, shelf life and organoleptic quality. All offerors are required to provide, in the technical and pricing proposal, the brand/label of all items offered.

When Product Samples are required, they shall be submitted at no expense to the Government. Product samples will become the property of the Government and will not be returned to the offeror. Failure to submit Product samples when requested may result in rejection of an offer.

If the product is # 10 can, then 4 cans are required as product samples. If the product has a small unit of issue such as Capuccino, Instant Vanilla, 5 pgs per box, then one box of 25 is required as sample. The Product Samples shall be submitted to:

a. Four Product Samples shall be sent to Natick:

Natick
RDNS-SEC-F
Bldg. 36, Rm E107
ATTN: Jill M. Bates
15 Kansas St.
Natick, MA 01760-5056

b. Four Product Samples shall be sent to:

DLA Troop Support
Directorate of Subsistence, Building 6
ATTN: FTRE, Ramona Hemphill, 6B113 for Sol# SPE3S1-16-R-0004
700 Robbins Ave.
Philadelphia, PA 19111-5092

4. Paragraph (i), Availability of Requirements Documents Cited in the Solicitation.

Contact: Ramona Hemphill, Food Technologist, Jennifer Dam, Contract Specialists for the applicable specifications described in the solicitation at:

e-mail: Ramona.Hemphill@dla.mil or telephone: 215-737-2986

e-mail: Jennifer.Dam@dla.mil or telephone: 215-737-7898

52.212-2 EVALUATION--COMMERCIAL ITEMS (OCT 2014)

The Government will award a contract resulting from this solicitation to the responsible offeror(s) whose offer conforming to the solicitation will be most advantageous to the Government, technical factors and price considered. Factor 1 is more important than factor 2. Subfactors 1.1 and 1.2 are of equal importance. Technical merit will be determined by assessment of the following evaluation factors, listed in descending order of importance.

Past Performance

Delivery
Quality history

Technical factors, when combined, are significantly more important than cost or price. As technical and past performance factors become more equal, the evaluated cost or price becomes more important.

Pricing: The Government will evaluate each offeror's unit prices. Pricing will be evaluated for the estimated quantity. The estimated quantities for this acquisition will be multiplied by the offered unit price for each tier. The total price on all five tiers of each line item will be used to estimate the aggregate price per line item. The Government may determine that an offer is unacceptable if the Tier prices are significantly unbalanced. Offerors are reminded that the quantities stated in the Schedule of Supplies represent only the estimated quantities.

Product Samples: When product samples are required, they will be evaluated for product acceptability.

All required submissions must be received from offerors before the time set for closing. Failure to furnish this information by the time specified may be cause for rejection if not otherwise acceptable under FAR provisions for considering late offers.

(b) A written notice of award or acceptance of an offer, mailed or otherwise furnished to the successful offeror within the time for acceptance specified in the offer, shall result in a binding contract without further action by either party. Before the offer's specified expiration time, the Government may accept an offer (or part of an offer), whether or not there are negotiations after its receipt, unless a written notice of withdrawal is received before award.

(c) Evaluation Process:

(1) Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo an evaluation for the factors above. Each evaluation factor will be evaluated separately and then an integrated assessment of the offeror will be made by the contracting officer. The contracting officer will make a competitive range determination (CRD) based on these evaluations and submit it to the Source Selection Authority (SSA) for approval. Offers so technically deficient as to make them technically unacceptable will be rejected as unacceptable and will not be included in the competitive range. If award is not made on the basis of initial proposals, written and/or oral discussions will be conducted with all offerors in the competitive range.

Final Revision Proposals and offers resulting from discussions will undergo further similar evaluations. Finally, a proposal will be selected for award by the Source Selection Authority (SSA), as described below. While the SSA's assessment will strive to determine the overall value of each offeror, subjective judgment on the part of the Government evaluators is implicit in the entire process. The Government reserves the right to select a successful offeror at other than the lowest price submitted and in accordance with the evaluation factors set forth. **Also, the Government reserves the right to make award per line item or multiple awards on a single group.**

(d) Selection. Final evaluation reports will be furnished to the contracting officer. The contracting officer will analyze the reports and prepare a written source evaluation report and present it to the SSA. Based on the reports and analysis, the SSA will make the decision as to which offeror(s) is (are) selected for award. The responsible offeror(s) whose proposal(s) is (are) most advantageous to the Government, as determined by the evaluation of proposal(s) according to the evaluation factors established above will be selected for award.

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52.212-2 EVALUATION COMMERCIAL ITEMS (OCT 2014)
(Continuation)**TECHNICAL PROPOSAL EVALUATION CRITERIA****1.0 Past Performance**

The Government will assess the offeror's performance record for the past two years, regarding timely delivery, product quality history of the offered or similar items, and customer service, and based on that evaluation, will assign each offeror a rating that will reflect the government's degree of confidence that the offeror will perform satisfactorily.

The assessment will be based on the information provided by the offeror in its proposal, Government in house records including PPIRS if available, and information obtained from other sources.

Delivery

The government will evaluate the offeror's past performance for the past two years as it relates to delivery of each offeror's own corporate entity and any partners, joint ventures, subcontractors, etc., who will be performing on the proposed contract for the offered item or similar item. Based on that evaluation, each offeror will be assigned a rating that will reflect the government's degree of confidence that the offeror will perform satisfactorily. The government will evaluate the offeror's record of past performance as reflected in its performance of previous government and commercial contracts, and the contractor's reliability in providing delivery of product that conforms to the solicitation.

The government will consider all relevant facts and circumstances, and therefore, encourages offeror to divulge and explain in their proposal any unfavorable delivery instances that occurred for the past two years.

1.2 Quality History

The government will evaluate the offeror's record of past performance as reflected in its performance of previous government and commercial contracts, and the contractor's reliability in providing product that conforms to the solicitation requirements. Based on that evaluation, each offeror will be assigned a rating that will reflect the government's degree of confidence that the offeror has the ability to produce an acceptable quality product that meet the specification requirements.

This assessment will be based on information provided by the offeror in its proposal, information contained in records maintained by the government and possibly by investigation of the contractor's record of performing commercial contracts. The government will consider all relevant facts and circumstances, and therefore, encourages offerors to divulge and explain in their proposal any unfavorable quality instance that occurred for the past two years.

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**52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS—COMMERCIAL
ITEMS (APR 2016) ALTERNATE I (OCT 2014)**

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

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

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

“Forced or indentured child labor “ means all work or service --

(1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or

(2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

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

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

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

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

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

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

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

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

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

“Sensitive technology”—

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

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

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency

Economic Powers Act (50 U.S.C. 1702(b)(3)).

“Service-disabled veteran-owned small business

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concern” —

(1) Means a small business concern—

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

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

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

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

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

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

(i) One or more socially disadvantaged (as defined at 13 CFR 124.103) and economically disadvantaged (as defined at 13 CFR 124.104) individuals who are citizens of the United States; and
(ii) Each individual claiming economic disadvantage has a net worth not exceeding \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

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

more than 50 percent of the entity is owned—

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

“Subsidiary” means an entity in which

“Veteran-Owned Small Business Concern” means a small business concern—

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

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

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

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

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

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

“Women-Owned Small Business (WOSB) Concern eligible under the WOSB Program”

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

(b)

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

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

[Offeror to identify the applicable paragraphs at (c) through (r) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.]

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

(1) Small Business Concern.

CONTINUED ON NEXT PAGE

The offeror represents as part of its offer that it is, is not, a small business concern.

(2) Veteran-Owned Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that it is, is not, a veteran-owned small business concern.

(3) Service-Disabled Veteran-Owned Small Business Concern.

[Complete only if the offeror represented itself as a veteran-owned small business concern in paragraph (c)(2) of this provision.]

The offeror represents as part of its offer that it is, is not, a service-disabled veteran-owned small business concern.

(4) Small Disadvantaged Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents, for general statistical purposes, that it is, is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(5) Women-Owned Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it is, is not, a women-owned small business concern.

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

The offeror represents that—

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

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

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

The offeror represents that—

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

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

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

(8) Women-Owned Business Concern (other than small business concern).

[Complete only if the offeror is a women-owned business concern and did not represent itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents that it is a women-owned business concern.

(9) Tie Bid Priority for Labor Surplus Area Concerns.

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

(10) HUBZone Small Business Concern.

[Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that--

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

(ii) It is, is not, a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(10)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the HUBZone joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: _____]

CONTINUED ON NEXT PAGE

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

Black American.

Hispanic American.

Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).

Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, Republic of Palau, Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).

Subcontinent Asia (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal.

Individual/concern, other than one of the preceding.

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

(1) *Previous Contracts and Compliance.*

The offeror represents that--

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

and

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

(2) *Affirmative Action Compliance.*

The offeror represents that--

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

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

(e) *Certification Regarding Payments to Influence Federal Transactions (31 U.S.C. 1352).*

(Applies only if the contract is expected to exceed \$150,000.)

By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(f) *Buy American Statute Certificate.*

(The certificate in DFARS 252.225-7000 shall be completed when it is provided as an Attachment to 52.212-3.)

(g) *Buy American --Free Trade Agreements--Israeli Trade Act Certificate.*

(The certificate in DFARS 252.225-7020 or 7035 shall be completed when it is provided as an Attachment to 52.212-3.)

(h) *Certification Regarding Responsibility Matters (Executive Order 12689).*

(Applies only if the contract value is expected to exceed the simplified acquisition threshold.)

The offeror certifies, to the best of its knowledge and belief, that the offeror and/or any of its principals--

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

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

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

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

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

(A) *The tax liability is finally determined.*

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

(B) *The taxpayer is delinquent in making payment.*

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

(ii) *Examples.*

CONTINUED ON NEXT PAGE

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

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

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

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

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126).

(The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).)

(1) Listed End Products.

<u>Listed End Product</u>	<u>Listed Countries of Origin</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

(2) Certification.

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

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

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

(j) Place of Manufacture.

(Does not apply unless the solicitation is predominantly for the acquisition of manufactured end products.)

For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

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

(2) Outside the United States.

(k) Certificates Regarding Exemptions from the Application of the Service Contract Act.

(Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.)

[The contracting officer is to check a box to indicate if paragraph (k)(1) or (k)(2) applies.]

(1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1).

The offeror does does not certify that—

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

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

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

(2) Certain services as described in FAR 22.1003-4(d)(1).

The offeror does does not certify that—

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

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

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

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

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

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

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

(l) Taxpayer Identification Number (TIN) (26 U.S.C. 6109, 31 U.S.C. 7701).

(Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

(1) All offerors must submit the information required in paragraphs (l)(3) through (l)(5) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the Internal Revenue Service (IRS).

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

(3) Taxpayer Identification Number (TIN).

TIN: _____

TIN has been applied for.

TIN is not required because: _____

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal government.

(4) Type of Organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other: _____

(5) Common Parent.

Offeror is not owned or controlled by a common parent;

Name and TIN of common parent:

Name _____

TIN _____

(m) Restricted Business Operations in Sudan.

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

(n) Prohibition on Contracting with Inverted Domestic Corporations.

(1) Government agencies are not permitted to use appropriated (or otherwise made available) funds for contracts with either an inverted domestic corporation, or a subsidiary of an inverted domestic corporation, unless the exception at 9.10802(b) applies or the requirement is waived in accordance with the procedures at 9.108-4.

(2) Representation. The offeror represents that—

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____

Immediate owner legal name: _____

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

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

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

Highest-level owner CAGE code: _____

Highest-level owner legal name: _____

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

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

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

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

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

(2) The Offeror represents that--

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

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

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

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

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

Predecessor CAGE code: _____ (or mark "Unknown")

Predecessor legal name: _____

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

(End of provision)

Addendum

The following additional provisions are set forth in full text:

52.215-9003 Use of Past Performance Information Retrieval System – Statistical Reporting (PPIRS-SR)

Information in Past Performance Evaluation (APR 2014)

(a) General.

(1) Past performance is an indicator of a Contractor's ability to perform satisfactorily on future awards.

(2) When used in best value source selections, past performance information will be evaluated based upon the currency and relevancy of past performance information in order to reach a confidence assessment for each offeror from which offers were received.

(3) The Defense Logistics Agency (DLA) will evaluate offerors' past performance, which may include, but is not limited to, their record of conforming to specifications, conformance to the standards of good workmanship, adherence to contract schedules, and commitment to customer satisfaction.

(b) Past Performance Information Retrieval System – Statistical Reporting (PPIRS-SR), authorized by the Department of Defense for use by participating activities during the acquisition of supplies and services may, be used in evaluating contractor past performance.

(c) PPIRS-SR classifications are established for each supplier and can be reviewed at <http://www.ppirs.gov/>. Contractors are granted access to PPIRS-SR for their own classifications. Offerors are encouraged to review their own classifications as well as the PPIRS-SR reporting procedures and rating methodology detailed in the PPIRS-SR procedures manual and the PPIRS-SR user guide available at <http://www.ppirs.gov>.

(1) PPIRS-SR classifications. Specific information as to how PPIRS-SR determines delivery and quality classifications can be found in the PPIRS Reference Material, specifically the "PPIRS-SR Evaluation Criteria" document on the PPIRS-SR Website at <http://www.ppirs.gov/ppirfiles/reference.htm>.

(2) Classifications are calculated based upon three years of data.

(3) Data sources for PPIRS-SR information can be found in the PPIRS Reference Material, "PPIRS-SR Evaluation Criteria" document on the PPIRS-SR Website at <http://www.ppirs.gov/ppirfiles/reference.htm>.

(4) PPIRS-SR will make negative quality and delivery data reflected in the PPIRS-SR Classification available to contractors for review and challenge. This is accomplished within the PPIRS-SR system.

(d) The following procedures will be followed when the Contracting Officer evaluates PPIRS-SR classifications:

(1) The Contracting Officer may consider the volume of business on which the classification is based as a measure of confidence in the classification as an indication of performance risk.

(2) Specifics as to how PPIRS-SR calculations are affected when there is no delivery or quality information provided by the source data bases can be found in the PPIRS Reference Material, specifically the "PPIRS-SR Evaluation Criteria" document on the PPIRS-SR Website at <http://www.ppirs.gov/ppirfiles/reference.htm>.

(3) In the case of a Contractor without a record of relevant past performance or for whom information on past performance is not available in the PPIRS-SR, the Contractor will be evaluated neither favorably nor unfavorably on past performance.

(4) Contractor-caused discrepancies or delinquencies will be reflected in a contractor's past performance assessment. Repair, replacement or reimbursement of quality and packaging defects will not provide relief of negative DLA performance data. Contractor-caused delivery extensions, regardless of consideration paid, will be reflected in the delivery classification for contracts issued by DLA.

(e) The Contracting Officer may collect and analyze other relevant information in addition to any past performance information derived from PPIRS-SR.

(End of Provision)

52.215-9023 REVERSE AUCTION (OCT 2013) – DLAD

The Contracting Officer may utilize on-line reverse auctioning as a means of conducting price discussions under this solicitation. If the Contracting Officer does not conduct a reverse auction, award may be made on the basis of initial offers or following discussions not using reverse auctioning as a pricing technique. If the Contracting Officer decides to use on-line reverse auctioning to conduct price negotiations, the Contracting Officer will notify Offerors of this decision and the following provisions will apply:

(a) The award decision will be made in accordance with the evaluation factors as set forth in the solicitation. The reverse on-line auction will be used as a pricing technique during discussions to establish the final offered prices from each Offeror. These prices will be used in conjunction with the evaluation factors stated elsewhere in the solicitation in order to make the award decision in accordance with the basis for award stated in the solicitation.

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(b) Following the decision to conduct discussions using reverse auctioning as a pricing technique, the Contracting Officer or his/her representative will provide Offerors determined to be in the competitive range with information concerning the auction process.

(c) Prior to conducting the reverse auction, the Contracting Officer may hold discussions with the Offerors concerning matters appropriate for discussion, such as issues involving technical proposals or unbalanced pricing.

(d) Unless auction instructions indicate that only Offeror's rankings will be displayed, the lowest Offeror's price(s) for each round of the reverse auction will be disclosed to other Offerors and anyone else having authorized access to the auction. This disclosure is anonymous, meaning that each Offeror's identity will be concealed from other Offerors (although it will be known to the Government; only a generic identifier will be used for each Offeror's proposed pricing, such as "Offeror A" or "lowest-priced Offeror"). By submitting a proposal in response to the solicitation, Offerors agree to participate in the reverse auction and that their prices may be disclosed, including to other Offerors, during the reverse auction.

(e) An Offeror's final auction price at the close of the reverse auction will be considered its final price proposal revision. No price revisions will be accepted after the close of the reverse auction, unless the Contracting Officer decides that further discussions are needed and final price proposal revisions are again requested in accordance with Federal Acquisition Regulation (FAR) 15.307, or the Contracting Officer determines that it would be in the best interest of the Government to re-open the auction.

(f) The following requirements apply when the Government uses a commercial web-based product to conduct the reverse auction:

(1) Each Offeror identified by the Contracting Officer as a participant in the reverse auction will be contacted by Defense Logistic Agency's commercial reverse auction service provider to advise the Offeror of the event and to provide an explanation of the process.

(2) In order for an Offeror to participate in the reverse auction, such Offeror must agree with terms and conditions of the entire solicitation, including this provision, and agree to the commercial reverse auction service provider's terms and conditions for using its service. Information concerning the reverse auction process and the commercial service provider's terms and conditions is embedded within the email notification sent by the on-line reverse auction pricing tool system administrator.

(3) Offerors shall secure the passwords and other confidential materials provided by the commercial reverse auction service provider or the Government and ensure they are used only for purposes of participation in the reverse auction. Offerors shall keep their own and other Offeror's pricing in confidence until after contract award.

(4) The reverse auction system currently in use designates offers as "Lead," meaning the current low price in that auction, or "Not Lead," meaning not the current low price in that auction. In the event of a tie offer, the reverse auction provider's system designates the first offer of that price as "Lead" and the second or subsequent offer of that price as "Not Lead." Offerors shall not submit a tie offer, since this is inconsistent with the purpose of the reverse auction. If a tie offer is submitted and no evaluation factors other than price were identified in the solicitation, the "Not Lead" Offeror that submitted the tie offer must offer a changed price; otherwise its offer will be ineligible for award if their final price in the auction is the tie offer price. If evaluation factors in addition to price were listed in the solicitation, tie offers that are "Not Lead" will be considered and evaluated in accordance with those evaluation factors.

(5) Any Offerors unable to enter pricing through the commercial reverse auction service provider's system during a reverse auction must notify the Contracting Officer or designated representative immediately. The Contracting Officer may, at his/her sole discretion, extend or re-open the reverse auction if the reason for the Offeror's inability to enter pricing is determined to be without fault on the part of the Offeror and outside the Offeror's control.

(6) The reverse auction will be conducted using the commercial reverse auction service provider's website as embedded in the email notification. Offerors shall be responsible for providing their own computer and internet connection.

(7) Training:

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(i) The commercial reverse auction service provider and/or a Government representative will provide familiarization training to Offerors' employees; this training may be provided through written material, the commercial reverse auction service provider's website, and/or other means.

(ii) An employee of an Offeror who successfully completes the training shall be designated as a "Trained Offeror." Only Trained Offerors may participate in a reverse auction. The Contracting Officer reserves the right to request that Offerors provide an alternate Offeror employee to become a Trained Offeror. The Contracting Officer also reserves the right to take away the Trained Offeror's designation from any Trained Offeror who fails to abide by the solicitation's or commercial reverse auction service provider's terms and conditions.

52.233-9001 DISPUTES: AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (NOV 2011)

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

(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the contractor (see FAR 52.233-1), or, for the Agency, by the contracting officer, and approved at a level above the contracting officer after consultation with the ADR Specialist and with legal counsel (see DLA Directive 5145.1). Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the contracting officer before determining ADR to be inappropriate.

(c) If you wish to opt out of this clause, check here []. Alternate wording may be negotiated with the contracting officer.

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

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

FAR: <https://www.acquisition.gov/far/index.html>;

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

DLAD: <http://www.dla.mil/Acquisition/Documents/DLAD%20Rev%205.htm>

The following additional provisions are incorporated by reference:

PROVISION NUMBER

TITLE/DATE

52.204-7008	Compliance with Safeguarding Covered Defense Information Controls (DEC 2015)
52.225-25	Prohibition on Contracting With Entities Engaging in Certain Activities or Transactions Relating to Iran - Representation and Certification (OCT 2015)
52.233-9000	Agency Protests (NOV 2011)

The Contractor shall comply with any clause that is checked on the following list which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

1. FAR 52.203-3, Gratuities (APR 1984)
2. DFARS 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
3. DFARS 252.203-7003, Agency Office of the Inspector General (DEC 2012)
4. DFARS 252.203-7005, Representation Relating to Compensation of Former DoD Officials (NOV 2011)
5. DFARS 252.204-7011, Alternative Line Item Structure (SEP 2011)
6. DFARS 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015)
7. DFARS 252.204-7013, Limitations on the Use or Disclosure of Information by Litigation Support Solicitation Offerors (FEB 2014)
8. DFARS 252.204-7014, Limitations on the Use or Disclosure of Information by Litigation Support Contractors (FEB 2014)
9. DFARS 252.204-7015, Disclosure of Information to Litigation Support Contractors (FEB 2014)
10. DFARS 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)

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11. ____ DFARS 252.211-7003, Item Unique Identification and Valuation (DEC 2013)
12. DFARS 252.211-7006, Passive Radio Frequency Identification (SEP 2011)
13. ____ DFARS 252.211-7007, Reporting of Government-Furnished Property (AUG 2012)
14. ____ DFARS 252.215-7003, Requirements for Submission of Data Other Than Certified Cost or Pricing Data—Canadian Commercial Corporation (JUL 2012)
15. ____ DFARS 252.215-7004, Requirement for Submission of Data other Than Certified Cost or Pricing Data—Modifications—Canadian Commercial Corporation (OCT 2013)
16. ____ DFARS 252.215-7007, Notice of Intent to Resolicit (JUN 2012)
17. ____ DFARS 252.215-7008, Only One Offer (OCT 2013)
18. ____ DFARS 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2014)
19. ____ DFARS 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2014)
20. ____ DFARS 252.223-7008, Prohibition of Hexavalent Chromium (JUN 2013)
21. ____ DFARS 252.225-7000, Buy American—Balance of Payments Program Certificate (NOV 2014)
 - a. ____ Alternate I (NOV 2014) of 52.225-7000
22. DFARS 252.225-7001, Buy American and Balance of Payments Program (NOV 2014)
 - a. ____ Alternate I (NOV 2014) of 252.225-7001
23. ____ DFARS 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)
24. ____ DFARS 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (OCT 2014)
25. ____ DFARS 252.225-7010, Commercial Derivative Military Article—Specialty Metals Compliance Certificate (JUL 2009)
26. DFARS 252.225-7012, Preference for Certain Domestic Commodities (FEB 2013)
27. ____ DFARS 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)
28. ____ DFARS 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)
29. ____ DFARS 252.225-7017, Photovoltaic Devices (OCT 2015)
30. ____ DFARS 252.225-7018, Photovoltaic Devices—Certificate (OCT 2015)
31. ____ DFARS 252.225-7020, Trade Agreements Certificate (NOV 2014)
 - a. ____ Alternate I (NOV 2014) of 252.225-7020
32. DFARS 252.225-7021, Trade Agreements (OCT 2015)
 - a. ____ Alternate II (OCT 2015) of 252.225-7021
33. ____ DFARS 252.225-7023, Preference for Products or Services from Afghanistan (SEP 2013)
34. ____ DFARS 252.225-7024, Requirement for Products or Services from Afghanistan (SEP 2013)
35. ____ DFARS 252.225-7026, Acquisition Restricted to Products or Services from Afghanistan (SEP 2013)
36. ____ DFARS 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
37. ____ DFARS 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
38. ____ DFARS 252.225-7029, Acquisition of Uniform Components for Afghan Military or Afghan National Police (SEP 2013)
39. ____ DFARS 252.225-7031, Secondary Arab Boycott of Israel (JUN 2005)
40. ____ DFARS 252.225-7035, Buy American—Free Trade Agreements—Balance of Payments Program Certificate (NOV 2014)
 - a. ____ Alternate I (NOV 2014) of 252.225-7035
 - b. ____ Alternate II (NOV 2014) of 252.225-7035
 - c. ____ Alternate III (NOV 2014) of 252.225-7035
 - d. ____ Alternate IV (NOV 2014) of 252.225-7035
 - e. ____ Alternate V (NOV 2014) of 252.225-7035
41. DFARS 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program (NOV 2014)
 - a. ____ Alternate I (NOV 2014) of 252.225-7036
 - b. ____ Alternate II (NOV 2014) of 252.225-7036
 - c. ____ Alternate III (NOV 2014) of 252.225-7036
 - d. ____ Alternate IV (NOV 2014) of 252.225-7036
 - e. ____ Alternate V (NOV 2014) of 252.225-7036
42. ____ DFARS 252.225-7040, Contractor Personnel Supporting U.S. Armed Forces Deployed Outside the United States (AUG 2015)
43. ____ DFARS 252.225-7043, Antiterrorism/Force Protection Policy for Defense Contractors Outside the United States (JUN 2015)
44. DFARS 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
45. DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)
46. DFARS 252.227-7015, Technical Data -- Commercial Items (FEB 2014)
47. DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013),
48. DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports

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- (JUN 2012)
49. _____ DFARS 252.232-7009, Mandatory Payment by Government wide Commercial Purchase Card (DEC 2006)
50. DFARS 252.232-7010, Levies on Contract Payments (DEC 2006)
51. _____ DFARS 252.232-7011, Payments in Support of Emergencies and Contingency Operations (MAY 2013)
52. _____ DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
53. DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
54. _____ DFARS 252.239-7017, Notice of Supply Chain Risk (NOV 2013)
55. _____ DFARS 252.239-7018, Supply Chain Risk (OCT 2015)
56. DFARS 252.243-7002, Requests for Equitable Adjustment (DEC 2012)
57. _____ DFARS 252.244-7000, Subcontracts for Commercial Items (JUN 2013)
58. _____ DFARS 252.246-7003, Notification of Potential Safety Issues (JUN 2013)
59. _____ DFARS 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
60. DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
61. _____ DFARS 252.247-7022, Representation of Extent of Transportation by Sea (AUG 1992)
62. DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014).
- a. _____ Alternate I (APR 2014) of 252.247-7023.
- b. _____ Alternate II (APR 2014) of 252.247-7023
63. DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)
64. _____ DFARS 252.247-7025, Reflagging or Repair Work (JUN 2005)
65. _____ DFARS 252.247-7026, Evaluation Preference for Use of Domestic Shipyards – Applicable to Acquisition of Carriage by Vessel for DoD Cargo in the Coastwise or Noncontiguous Trade (NOV 2008)
66. _____ DFARS 252.247-7027, Riding Gang Member Requirements (OCT 2011)
67. _____ DFARS 252.247-7028, Application for U.S Government Shipping Documentation/Instructions (JUN 2012)

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

1. DFARS 252.227-7013, Rights in Technical Data – Noncommercial Items (FEB 2014)
2. DFARS 252.227-7015, Technical Data – Commercial Items (FEB 2014)
3. DFARS 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013)
4. DFARS 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
5. DFARS 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
6. DFARS 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
7. DFARS 252.247-7023, Transportation of Supplies by Sea (APR 2014)
8. DFARS 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)

CLAUSES ADDED TO PART 12 BY ADDENDUM

52.202-01 DEFINITIONS (NOV 2013) FAR

52.203-05 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR

52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR

52.203-07 ANTI-KICKBACK PROCEDURES (MAY 2014) FAR

52.203-08 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

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

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

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-16-R-0004	PAGE 48 OF 50 PAGES
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- 52.203-7000 REQUIREMENTS RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (SEP 2011) DFARS**
- 52.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS**
- 52.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (SEP 2013) DFARS**
- 52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR**
- 52.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT (APR 1992) DFARS**
- 52.209-06 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (OCT 2015) FAR**
- 52.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY (OCT 2015) DFARS**
- 52.215-08 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT (OCT 1997) FAR**
- 52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (FEB 2016) FAR**
- 52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR**
- 52.222-26 EQUAL OPPORTUNITY (APR 2015) FAR**
- 52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR**
- 52.222-50 COMBATTING TRAFFICKING IN PERSONS (MAR 2015) FAR**
- 52.226-06 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAR 2009) FAR**

(a) Definitions. As used in this clause—
 “Apparently wholesome food” means food that meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.
 “Excess food” means food that—
 (1) Is not required to meet the needs of the executive agencies; and
 (2) Would otherwise be discarded.
 “Food-insecure” means inconsistent access to sufficient, safe, and nutritious food.
 “Nonprofit organization” means any organization that is—
 (1) Described in section 501(c) of the Internal Revenue Code of 1986; and
 (2) Exempt from tax under section 501(a) of that Code.
 (b) In accordance with the Federal Food Donation Act of 2008 (Pub. L. 110-247), the Contractor is encouraged, to the maximum extent practicable and safe, to donate excess, apparently wholesome food to nonprofit organizations that provide assistance to food-insecure people in the United States.
 (c) Costs.
 (1) The Contractor, including any subcontractors, shall assume the responsibility for all the costs and the logistical support to collect, transport, maintain the safety of, or distribute the excess, apparently wholesome food to the nonprofit organization(s) that provides assistance to food-insecure people.
 (2) The Contractor will not be reimbursed for any costs incurred or associated with the donation of excess foods. Any costs incurred for excess food donations are unallowable.
 (d) Liability. The Government and the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall be construed to supersede State or local health regulations (subsection (f) of 42 U.S.C. 1791).
 (e) Flowdown. The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments greater than \$25,000 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States.
 (End of clause)

- 52.232-17 INTEREST (MAY 2014) FAR**
- 52.232-25 PROMPT PAYMENT (JUL 2013) FAR**

52.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS

52.233-03 PROTEST AFTER AWARD (AUG 1996) FAR

52.233-04 APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004) FAR

52.242-13 BANKRUPTCY (JUL 1995) FAR

52.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS

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

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

(Official's Name)

(Title)

52.244-06 SUBCONTRACTS FOR COMMERCIAL ITEMS (DEC 2015) FAR

52.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS

52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

52.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015) DFARS

52.225-7048 EXPORT CONTROLLED ITEMS (JUN 2013) DFARS

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

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

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

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

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

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

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, *et seq.*);

(2) The Arms Export Control Act (22 U.S.C. 2751, *et seq.*);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, *et seq.*);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

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

(End of clause)

Part 12 Provisions

PROVISIONS ADDED TO PART 12 BY ADDENDUM

52.203-7005 REPRESENTATION RELATING TO COMPENSATION OF FORMER DOD OFFICIALS (NOV 2011) DFARS

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52.211-9011 DELIVERY TERMS AND EVALUATION (APR 2014) DLAD**52.233-9000 AGENCY PROTESTS (NOV 2011) DLAD****52.233-02 SERVICE OF PROTEST (SEP 2006) FAR**

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

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