

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000069227		PAGE 1 OF 26	
2. CONTRACT NO. SPE3S1-19-D-Z213		3. AWARD/EFFECTIVE DATE 2019 SEP 25		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE3S1-18-R-0006	
6. SOLICITATION ISSUE DATE 2019 JAN 16		7. FOR SOLICITATION INFORMATION CALL:		a. NAME		b. TELEPHONE NUMBER (No collect calls)	
8. OFFER DUE DATE/ LOCAL TIME		9. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: Adam Kovnat PAA0885 Tel: 215-737-3040 Email: Adam.Kovnat@dia.mil		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311999 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:		11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	
12. DISCOUNT TERMS Net 30 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None		17a. CONTRACTOR/ OFFEROR Sterling BV, Inc. DBA Sterling Foods 1075 Arion Pkwy SAN ANTONIO TX 78216-2883 USA TELEPHONE NO. 5107540358		18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		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	
25. ACCOUNTING AND APPROPRIATION DATA		26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$36,660,557.00		27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED		29. AWARD OF CONTRACT: REF. SPE3S118R0006 OFFER DATED 2019-Jan-16 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) Elva Charles, SVP of Quality, Gov't + Specialty		30c. DATE SIGNED 9/25/19		31b. NAME OF CONTRACTING OFFICER (Type or Print)		31c. DATE SIGNED 2019 SEP 25	

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED
CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

☐ PARTIAL ☐ FINAL

☐ COMPLETE ☐ PARTIAL ☐ FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (YY/MM/DD)

42d. TOTAL CONTAINERS

SECTION B

SUPPLIES/SERVICES: 8920-01-537-8488

ITEM DESCRIPTION:

breakfast, min 30 oz net wt, polymeric tray, and maple flavored syrup, 6
RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENTRQ001: HIGHER LEVEL CONTRACT QUALITY REQUIREMENTS (MANUFACTURERS AND
NON-MANUFACTURERS)RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS
(IDENTIFIED BY AN 'R' OR AN 'I' NUMBER) SET FORTH IN FULL TEXT IN THE
DLA MASTER LIST OF TECHNICAL AND QUALITY REQUIREMENTS FOUND ON THE WEB
AT: <http://www.dla.mil/HQ/Acquisition/Offers/eProcurement.aspx>. FOR
SIMPLIFIED ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE
SOLICITATION ISSUE DATE OR THE AWARD DATE CONTROLS. FOR LARGE
ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE
APPLIES UNLESS A SOLICITATION AMENDMENT INCORPORATES A FOLLOW-ON
REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

oz pg, packed separately, polymeric tray, PCR-C-024, (for UGR)

IAW BASIC DRAWING NR 54027 PCR-C-024C

REVISION NR C DTD 02/28/2011

PART PIECE NUMBER:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	8920-01-537-8488 CAKE, BREAKFAST W/ MAPLE SYRUP	190,080.000	EA		

PRICING TERMS: Firm Fixed Price

SUPPLIES/SERVICES: 8920-01-537-8488

CLIN	Price	Delivery (in days)
0001		0

QTY VARIANCE: PLUS 2% MINUS 2%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE:

FOB PAYMENT METHOD: CONTRACTOR

PREP FOR DELIVERY:

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

PRES MTHD: ZZ CLNG/DRY: PRESV MAT:

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

UNIT CONT:

PACK CODE:U

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

SPECIAL MARKING CODE: -

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

All PPLUM data shall be IAW PCR-C-024.

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SECTION B

SUPPLY/SERVICE: 8920-01-542-4552 CONT'D

GOVT USE

ITEM	PR	External		External External		Customer RDD/ Need Ship Date
		PRLI	PR	PRLI	Material	
0001	1000069227	0002	N/A	N/A	N/A	N/A

SUPPLIES/SERVICES: 8920-01-542-4552

ITEM DESCRIPTION:

yellow cake w/choc icing, min 30 oz net wt, polymeric tray, PCR-C-024
RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

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

RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS
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RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

PCR-C-024 (for UGR)

IAW BASIC DRAWING NR 54027 PCR-C-024C
REVISION NR C DTD 02/28/2011
PART PIECE NUMBER:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002	8920-01-542-4552 CAKE, YELLOW W/ CHOCOLATE ICING	138,240.000	EA		

PRICING TERMS: Firm Fixed Price

SUPPLIES/SERVICES: 8920-01-542-4552

CLIN	Price	Delivery (in days)
0002		0

QTY VARIANCE: PLUS 2% MINUS 2%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE:

FOB PAYMENT METHOD: CONTRACTOR

PREP FOR DELIVERY:

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

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SECTION B

SUPPLY/SERVICE: 8920-01-542-4552 CONT'D

SPECIAL MARKING CODE: -

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

All PPLUM data shall be IAW PCR-C-024.

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0002	1000069227	0003	N/A	N/A	N/A	N/A

SUPPLIES/SERVICES: 8920-01-573-1767

ITEM DESCRIPTION:

Cookies, Cranberry White Chocolate Chip, SHELF STABLE, ckd, 2 lb 4 oz
RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

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

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RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

net wt, polymeric tray, CID A-A-20295, Flavor 2, bake type a
Type I, Style Q, (for UGR H<(><)>S)

02-DEC-13 Revision D:

Section 7.1, Table I, add the following -
Style D, Sugar cookies
Flavor -
Bake Type a
Moisture 3.5

01-DEC-11 Revision C:
Section 5.3.10.2 In the second sentence after chocolat* insert odor
an*.

IAW BASIC CID A-A-20295D
REVISION NR D DTD 04/30/2013
PART PIECE NUMBER:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	8920-01-573-1767 COOKIES, CRANBERRY WHITE CHOC CHIP,	69,120.000	EA		

PRICING TERMS: Firm Fixed Price

SUPPLIES/SERVICES: 8920-01-573-1767

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SECTION B

SUPPLY/SERVICE: 8920-01-573-1767 CONT'D

CLIN	Price	Delivery (in days)
0003		0

QTY VARIANCE: PLUS 2% MINUS 2%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE:

FOB PAYMENT METHOD: CONTRACTOR

PREP FOR DELIVERY:

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

PRES MTHD: CLNG/DRY: PRESV MAT:

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

UNIT CONT:

PACK CODE:U

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

SPECIAL MARKING CODE: -

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

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0003	1000069227	0005	N/A	N/A	N/A	N/A

SUPPLIES/SERVICES: 8920-01-573-1772

ITEM DESCRIPTION:

CAKE, RED VELVET, W/WHITE ICING, SHELF STABLE, ckd, 2 lb 4 oz net wt,
RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

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

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RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

polymeric tray, PCR-C-024, (for UGR
H<(>&<)>S)

IAW BASIC DRAWING NR 54027 PCR-C-024C
REVISION NR C DTD 02/28/2011
PART PIECE NUMBER:

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SECTION B

SUPPLY/SERVICE: 8920-01-573-1772 CONT'D

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004	8920-01-573-1772 CAKE, RED VELVET, W/WHITE ICING,	69,120.000	EA		

PRICING TERMS: Firm Fixed Price

SUPPLIES/SERVICES: 8920-01-573-1772

CLIN	Price	Delivery (in days)
0004		0

QTY VARIANCE: PLUS 2% MINUS 2%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE:

FOB PAYMENT METHOD: CONTRACTOR

PREP FOR DELIVERY:

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

PRES MTHD: CLNG/DRY: PRESV MAT:

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

UNIT CONT:

PACK CODE:U

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

SPECIAL MARKING CODE: -

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

GOVT USE

ITEM	PR	External PRLI	PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0004	1000069227	0007	N/A	N/A	N/A	N/A

SUPPLIES/SERVICES: 8920-01-583-8699

ITEM DESCRIPTION:

Cake, Chocolate w/Cherry Topping, SHELF STABLE, 36 oz polymeric tray,
RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT

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

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RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

PCR-C-024 {for UGR H<(>&<)>S}

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SECTION B

SUPPLY/SERVICE: 8920-01-583-8699 CONT'D

IAW BASIC DRAWING NR 54027 PCR-C-024C
 REVISION NR C DTD 02/28/2011
 PART PIECE NUMBER:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005	8920-01-583-8699 CAKE, CHOCOLATE W/CHERRY TOPPING	69,120.000	EA		

PRICING TERMS: Firm Fixed Price

SUPPLIES/SERVICES: 8920-01-583-8699

CLIN	Price	Delivery (in days)
0005		0

QTY VARIANCE: PLUS 2% MINUS 2%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE:

FOB PAYMENT METHOD: CONTRACTOR

PREP FOR DELIVERY:

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

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

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0005	1000069227	0008	N/A	N/A	N/A	N/A

SUPPLIES/SERVICES: 8920-01-583-8702

ITEM DESCRIPTION:

CAKE, GOLDEN HARVEST WITH WHITE ICING, SHELF STABLE;36 OZ POLYMERIC
 RP001: DLA PACKAGING REQUIREMENTS FOR PROCUREMENT
 RQ001: HIGHER LEVEL CONTRACT QUALITY REQUIREMENTS (MANUFACTURERS AND
 NON-MANUFACTURERS)

RA001: THIS DOCUMENT INCORPORATES TECHNICAL AND/OR QUALITY REQUIREMENTS
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 ACQUISITIONS, THE REVISION OF THE MASTER IN EFFECT ON THE RFP ISSUE DATE
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SECTION B

SUPPLY/SERVICE: 8920-01-583-8702 CONT'D

REVISION, IN WHICH CASE THE AMENDMENT DATE CONTROLS.

RQ011: REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES

TRAY:PCR-C-024 (FOR UGR H<(>&<)>S)

IAW BASIC DRAWING NR 54027 PCR-C-024C

REVISION NR C DTD 02/28/2011

PART PIECE NUMBER:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0006	8920-01-583-8702 CAKE, GOLDEN HARVEST W/WHITE ICING	190,080.000	EA		

PRICING TERMS: Firm Fixed Price

SUPPLIES/SERVICES: 8920-01-583-8702

CLIN	Price	Delivery (in days)
0006		0

QTY VARIANCE: PLUS 2% MINUS 2%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE:

FOB PAYMENT METHOD: CONTRACTOR

PREP FOR DELIVERY:

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

PRES MTHD: CLNG/DRY: PRESV MAT:

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

UNIT CONT:

PACK CODE:U

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

SPECIAL MARKING CODE: -

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

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0006	1000069227	0009	N/A	N/A	N/A	N/A

SUPPLIES/SERVICES: 8920-01-615-1815

ITEM DESCRIPTION:

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-19-D-Z213	PAGE 10 OF 26 PAGES
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SECTION B

SUPPLY/SERVICE: 8920-01-615-1815 CONT'D

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0007	8920-01-615-1815 COOKIE, CHOC CRUNCHY PB W/ CHOC CHIP	46,080.000	EA		

PRICING TERMS: Firm Fixed Price

SUPPLIES/SERVICES: 8920-01-615-1815

CLIN	Price	Delivery (in days)
0007		0

QTY VARIANCE: PLUS 2% MINUS 2%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE:

FOB PAYMENT METHOD: CONTRACTOR

PREP FOR DELIVERY:

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0007	1000069227	0010	N/A	N/A	N/A	N/A

SUPPLIES/SERVICES: 8920-01-615-1857

ITEM DESCRIPTION:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0008	8920-01-615-1857 CAKE, CARROT W/ WHITE ICING	69,120.000	EA		

PRICING TERMS: Firm Fixed Price

SUPPLIES/SERVICES: 8920-01-615-1857

CLIN	Price	Delivery (in days)
0008		0

QTY VARIANCE: PLUS 2% MINUS 2%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE:

FOB PAYMENT METHOD: CONTRACTOR

PREP FOR DELIVERY:

PKGING DATA - MIL-STD-2073-1D, 15 DEC 1999
PRES MTHD: ZZ CLNG/DRY: PRESV MAT:
WRAP MAT: CUSH/DUNN MAT: CUSH/DUNN THKNSS:

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SECTION B

SUPPLY/SERVICE: 8920-01-615-1857 CONT'D

UNITCONT:
PACK CODE:U
MARKING SHALL BE IN ACCORDANCE WITH MIL-STD-129.
SPECIAL MARKING CODE: -

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

All PPLUM data shall be IAW PCK-C-024.

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0008	1000069227	0011	N/A	N/A	N/A	N/A

SUPPLIES/SERVICES: 8920-01-626-4220

ITEM DESCRIPTION:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0009	8920-01-626-4220 CAKE, APPLE SPICE BRK W/APPLE FRUIT	190,080.000	EA		

PRICING TERMS: Firm Fixed Price

SUPPLIES/SERVICES: 8920-01-626-4220

CLIN	Price	Delivery (in days)
0009		0

QTY VARIANCE: PLUS 2% MINUS 2%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE:

FOB PAYMENT METHOD: CONTRACTOR

PREP FOR DELIVERY:

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0009	1000069227	0012	N/A	N/A	N/A	N/A

SUPPLIES/SERVICES: 8920-01-676-1979

SECTION B

SUPPLY/SERVICE: 8920-01-676-1979 CONT'D

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0010	8920-01-676-1979 TOASTER PASTRY	161,280.000	EA		

PRICING TERMS: Firm Fixed Price

SUPPLIES/SERVICES: 8920-01-676-1979

CLIN	Price	Delivery (in days)
0010		0

QTY VARIANCE: PLUS 2% MINUS 2%

INSPECTION POINT: ORIGIN

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE:

FOB PAYMENT METHOD: CONTRACTOR

GOVT USE

ITEM	PR	PRLI	External PR	External PRLI	External Material	Customer RDD/ Need Ship Date
0010	N/A	N/A	N/A	N/A	N/A	N/A

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SECTION A - SOLICITATION/CONTRACT FORM

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (JUL 2016) FAR

The following documents are hereby incorporated by reference into this contract:

Solicitation SPE3S1-18-R-0006 and Amendment 0001.

Sterling BV, Inc's final offer which is being accepted by the Government to form this contract.

I. SCHEDULE OF SUPPLIES, SERVICES AND PRICES (BLOCKS 19-24)

LINE ITEM	NOMENCLATURE	NSN	2 Year Est Quantity	TIER 1	TIER 2
0001	FILLED INDIVIDUAL BLUEBERRY PASTRY	8920-01-676-1979	161,280		
0002	BRK CAKE W/MAPLE SYRUP	8920-01-537-8488	190,080		
0003	YELLOW CAKE W/CHOC. ICING	8920-01-542-4552	138,240		
0004	COOKIES, CRANBERRY W/WHITE CHOC. CHIP	8920-01-573-1767	69,120		
0005	CAKE, RED VELVET W/WHITE ICING	8920-01-573-1772	69,120		
0006	CAKE, CHOCOLATE CHERRY W/CHERRY TOPPING	8920-01-583-8699	69,120		
0007	CAKE, GOLDEN HARVEST	8920-01-583-8702	190,080		
0008	COOKIES, CHOCOLATE CRUNCHY PB W/CHOC CHIP	8920-01-615-1815	46,080		
0009	CAKE, CARROT WITH WHITE ICING	8920-01-615-1857	69,120		
0010	APPLE SPICE BRK CAKE	8920-01-626-4220	190,080		

Guaranteed Minimum quantity for the 4 Year period is 1,192,320 Trays.

Estimated quantity for the 4 Year period is 2,384,640 Trays.

Maximum quantity for the 4 Year period is 3,576,960 Trays.

DELIVERY

Delivery quantities shall be provided via delivery orders issued on an as needed basis. Deliveries shall be FOB Destination to the following ship to address:

W62GT

W1BG DLA Distribution

25600 S Chrisman Road

Rec Warehouse 30

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SECTION A - SOLICITATION/CONTRACT FORM (CONTINUED)

Tracy, CA 95304-5000

United States

Inspection is at the Contractor's Plant and Acceptance is at Destination. Required delivery dates shall not exceed 90 days after issuance of each delivery order.

THE EFFECTIVE PERIOD OF THE CONTRACT IS:

TIER 1: 09/25/2019 - 09/24/2021

TIER 2: 09/25/2021 - 09/24/2023

SECTION E - INSPECTION AND ACCEPTANCE

52.246-16 RESPONSIBILITY FOR SUPPLIES (APR 1984) FAR

SECTION F - DELIVERIES OR PERFORMANCE

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

52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) FAR

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

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

(1) To be completed by the offeror:

- (i) Type of container: Wood Box ☐ Fiber Box ☐ , Barrel ☐ , Reel ☐ , Drum ☐ , Other (Specify) ;
- (ii) Shipping configuration: Knocked-down ☐ , Set-up ☐ , Nested ☐ , Other (specify) ;
- (iii) Size of container: " (Length), × " (Width), × " (Height) = Cubic Ft;
- (iv) Number of items per container each;
- (v) Gross weight of container and contents Lbs;
- (vi) Palletized/skidded ☒ Yes ☐ No;

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SECTION F - DELIVERIES OR PERFORMANCE (CONTINUED)

- (vii) Number of containers per pallet/skid ;
- (viii) Weight of empty pallet bottom/skid and sides Lbs;
- (ix) Size of pallet/skid and contents Lbs Cube ;
- (x) Number of containers or pallets/skids per railcar *
- (A) Size of railcar
- (B) Type of railcar
- (xi) Number of containers or pallets/skids per trailer *
- (A) Size of trailer Ft
- (B) Type of trailer

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

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

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

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

(End of clause)

SECTION I - CONTRACT CLAUSES

- 52.202-1 DEFINITIONS (NOV 2013) FAR
- 52.203-3 GRATUITIES (APR 1984) FAR
- 52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR
- 52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR
- 52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014) FAR
- 52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR
- 52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR
- 52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) FAR
- 52.203-13 CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT (OCT 2015) FAR
- 52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) FAR
- 252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS
- 252.203-7003 AGENCY OFFICE OF THE INSPECTOR GENERAL (DEC 2012) DFARS
- 52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR
- 52.204-10 REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (OCT 2018) FAR
- 52.204-14 SERVICE CONTRACT REPORTING REQUIREMENTS (OCT 2016) FAR
- 52.204-15 SERVICE CONTRACT REPORTING REQUIREMENTS FOR INDEFINITE-DELIVERY CONTRACTS (OCT 2016) FAR
- 52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE (JUL 2016) FAR
- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR
- 52.204-20 PREDECESSOR OF OFFEROR (JUL 2016) FAR

As prescribed in 4.1804(d), insert the following provision:

(a) Definitions. As used in this provision -

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SECTION I - CONTRACT CLAUSES (CONTINUED)

"Commercial and Government Entity (CAGE) code" means -

(1) An identifier assigned to entities located in the United States or its outlying areas by the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Branch to identify a commercial or government entity; or

(2) An identifier assigned by a member of the North Atlantic Treaty Organization (NATO) or by the NATO Support and Procurement Agency (NSPA) to entities located outside the United States and its outlying areas that the DLA Commercial and Government Entity (CAGE) Branch records and maintains in the CAGE master file. This type of code is known as a NATO CAGE (NCAGE) code.

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

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

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

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

Predecessor CAGE code:

Predecessor legal name:

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

(End of provision)

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

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

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

52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (OCT 2015) FAR

52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (OCT 2018) FAR

252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (OCT 2015) DFARS

52.210-1 MARKET RESEARCH (APR 2011) FAR

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR

252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS (NOV 2005) DFARS

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

(a) *Definition.* "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives of the Contractor, the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet at http://guidebook.dcmamill/20/guidebook_process.htm (paragraph 4.2).

(c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standards cited in the solicitation shall

(1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted;

(2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;

(3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and

(4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in

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SECTION I - CONTRACT CLAUSES (CONTINUED)

lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:

Facility:

Military or Federal Specification or Standard:

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

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

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

(End of clause)

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

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2018-O0018) (AUG 2018) FAR

(a) This clause does not apply to small business concerns.

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

"Alaska Native Corporation (ANC)" means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended (43 U.S.C. 1601, et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at 43 U.S.C. 1626(e)(1). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of 43 U.S.C. 1626 (e) (2).

"Commercial item" means a product or service that satisfies the definition of commercial item in section 2.101 of the Federal Acquisition Regulation.

"Commercial plan" means a subcontracting plan (including goals) that covers the offeror's fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

"Electronic Subcontracting Reporting System (eSRS)" means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

"Indian tribe" means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act (43 U.S.C.A. 1601 et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with 25 U.S.C. 1452(c). This definition also includes Indian-owned economic enterprises that meet the requirements of 25 U.S.C. 1452(e).

"Individual subcontracting plan" means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror's planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

"Master subcontracting plan" means a subcontracting plan that contains all the required elements of an individual subcontracting plan, except goals, and may be incorporated into individual subcontracting plans, provided the master subcontracting plan has been approved.

"Reduced payment" means a payment that is for less than the amount agreed upon in a subcontract in accordance with its terms and conditions, for supplies and services for which the Government has paid the prime contractor.

"Subcontract" means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

"Total contract dollars" means the final anticipated dollar value, including the dollar value of all options.

"Untimely payment" means a payment to a subcontractor that is more than 90 days past due under the terms and conditions of a subcontract for supplies and services for which the Government has paid the prime contractor.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(c)(1) The Offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns. If the Offeror is submitting an individual subcontracting plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The subcontracting plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the Offeror ineligible for award of a contract.

(2)(i) The Contractor may accept a subcontractor's written representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business if the subcontractor represents that the size and socioeconomic status representations with its offer are current, accurate, and complete as of the date of the offer for the subcontract.

(ii) The Contractor may accept a subcontractor's representations of its size and socioeconomic status as a small business, small disadvantaged business, veteran-owned small business, service-disabled veteran-owned small business, or a women-owned small business in the System for Award Management (SAM) if -

(A) The subcontractor is registered in SAM; and

(B) The subcontractor represents that the size and socioeconomic status representations made in SAM are current, accurate and complete as of the date of the offer for the subcontract.

(iii) The Contractor may not require the use of SAM for the purposes of representing size or socioeconomic status in connection with a subcontract.

(iv) In accordance with 13 CFR 121.411, 124.1015, 125.29, 126.900, and 127.700, a contractor acting in good faith is not liable for misrepresentations made by its subcontractors regarding the subcontractor's size or socioeconomic status.

(d) The Offeror's subcontracting plan shall include the following:

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The offeror shall include all subcontracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626 -

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe; and

(ii) Where one or more subcontractors are in the subcontract tier between the prime Contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate Contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of --

(i) Total dollars planned to be subcontracted for an individual subcontracting plan; or the Offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

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SECTION I - CONTRACT CLAUSES (CONTINUED)

- (iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;
- (iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;
- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
- (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
- (vii) Total dollars planned to be subcontracted to women-owned small business concerns.

(3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to --

- (i) Small business concerns;
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns; and
- (vi) Women-owned small business concerns.

(4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

(6) A statement as to whether or not the Offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with -

- (i) Small business concerns (including ANC and Indian tribes);
- (ii) Veteran-owned small business concerns;
- (iii) Service-disabled veteran-owned small business concerns;
- (iv) HUBZone small business concerns;
- (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
- (vi) Women-owned small business concerns.

(7) The name of the individual employed by the Offeror who will administer the Offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the Offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will --

- (i) Cooperate in any studies or surveys as may be required;
- (ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;
- (iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts intended for use by multiple agencies;
- (iv) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (l) of

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SECTION I - CONTRACT CLAUSES (CONTINUED)

this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by SBA as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause, or as provided in agency regulations;

(v) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(vi) Provide its prime contract number, its DUNS number, and the e-mail address of the Offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vii) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own DUNS number, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, indicating-

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact --

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, service-disabled veteran-owned, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through -

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if -

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SECTION I - CONTRACT CLAUSES (CONTINUED)

- (i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
- (ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.
- (13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.
- (14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.
- (15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
 - (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
 - (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
 - (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).
 - (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
 - (6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.
 - (7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.
- (f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided -
- (1) The master subcontracting plan has been approved;
 - (2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and
 - (3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.
- (g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the

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definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one subcontracting plan. When a contract modification exceeds the subcontracting plan threshold in 19.702(a), or an option is exercised, the goals of the existing subcontracting plan shall be amended to reflect any new subcontracting opportunities. When the goals in a subcontracting plan are amended, these goal changes do not apply retroactively.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders --Commercial Items, or when the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with (1) the clause of this contract entitled "Utilization Of Small Business Concerns," or (2) an approved plan required by this clause, shall be a material breach of the contract and may be considered in any past performance evaluation of the Contractor.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontracting plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period. When the Contracting Officer rejects an ISR, the Contractor shall submit a corrected report within 30 days of receiving the notice of ISR rejection.

(ii)(A) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR 19.704(c), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(3) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

(iii) When a subcontracting plan includes indirect costs in the goals, these costs must be included in this report.

(iv) The authority to acknowledge receipt or reject the ISR resides --

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans.

(A) This report encompasses all subcontracting under prime contracts and subcontracts with an executive agency, regardless of the dollar value of the subcontracts. This report also includes indirect costs on a prorated basis when the indirect costs are excluded from the subcontracting goals.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis, unless otherwise directed by the agency.

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5

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million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

(D) The report shall be submitted annually by October 30 for the twelve month period ending September 30. When a Contracting Officer rejects an SSR, the Contractor shall submit a revised report within 30 days of receiving the notice of SSR rejection.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan.

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year and all indirect costs.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

52.219-16 LIQUIDATED DAMAGES - SUBCONTRACTING PLAN (JAN 1999) FAR

52.219-28 POST AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JUL 2013) FAR

As prescribed in 19.309(c), insert the following clause:

(a) Definitions. As used in this clause.

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

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 the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts.

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office

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in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it [] is, [] is not a small business concern under NAICS Code assigned to contract number .

[Contractor to sign and date and insert authorized signer's name and title].

(End of clause)

252.219-7003 SMALL BUSINESS SUBCONTRACTING PLAN (DOD CONTRACTS)—BASIC (DEC 2018) DFARS

52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2018) FAR

52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR

52.222-26 EQUAL OPPORTUNITY (SEP 2016) FAR

52.222-26 EQUAL OPPORTUNITY (SEP 2016), ALT I (FEB 1999) FAR

As prescribed in 22.810(e), add the following as a preamble to the clause:

Notice: The following terms of this clause are waived for this contract: [Contracting Officer shall list terms].

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015) FAR

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) FAR

52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014), ALT I (JUL 2014) FAR

As prescribed in 22.1408(b), add the following as a preamble to the clause:

Notice: The following term(s) of this clause are waived for this contract: [The contractor will not be obligated to develop the written affirmative action program required under the regulations implementing Section 503 of the Rehabilitation Act of 1973, as amended.]

52.222-37 EMPLOYMENT REPORTS ON VETERANS (FEB 2016) FAR

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR

52.223-6 DRUG-FREE WORKPLACE (MAY 2001) FAR

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC (DEC 2016) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC (DEC 2016), ALT I (DEC 2016) DFARS

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

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017) DFARS

52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAY 2014) FAR

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

52.229-3 FEDERAL, STATE, AND LOCAL TAXES (FEB 2013) FAR

52.232-17 INTEREST (MAY 2014) FAR

52.232-23 ASSIGNMENT OF CLAIMS (MAY 2014) FAR

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

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018) DFARS

As prescribed in 232.7004(b), use the following clause:

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

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

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

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

(b) *Electronic invoicing.* The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall-

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

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(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

Invoice

(Contracting Officer: Insert applicable document type(s).)

Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Origin/Destination

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

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

Routing Data Table*

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

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

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

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

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

(g) *WAWF point of contact.*

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

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

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

(End of clause)

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

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

52.242-5 PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (JAN 2017) FAR

52.242-13 BANKRUPTCY (JUL 1995) FAR

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

As prescribed in 243.205-71, use the following clause:

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

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

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

(Official's Name)

(Title)

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

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

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

- (1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or
- (2) Final adjustments under an incentive provision of the contract.

(End of clause)

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

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

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

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR