

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 86	
2. CONTRACT NO.		3. AWARD/EFFECTIVE DATE		4. ORDER NUMBER		5. SOLICITATION NUMBER HDEC05-17-R-0008	
6. SOLICITATION ISSUE DATE 17-Aug-2017		7. FOR SOLICITATION INFORMATION CALL:		a. NAME HEATHER JARRATT		b. TELEPHONE NUMBER (No Collect Calls) 804-734-8000 EXT 86302	
8. OFFER DUE DATE/LOCAL TIME 12:00 PM 16 Sep 2017		9. ISSUED BY DEFENSE COMMISSARY AGENCY ENTERPRISE ACQUISITION DIVISION 1300 E AVENUE FORT LEE VA 23801-1800 TEL: FAX: (804) 734-8669		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) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 811310 SIZE STANDARD: \$7,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
15. DELIVER TO DEFENSE COMMISSARY AGENCY STORE OPERATIONS 1300 E AVENUE FORT LEE VA 23801-1800 TEL: FAX:		CODE HQCAAA		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						
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED							
<input type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input 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	
				TEL: EMAIL:			

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 86	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> 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 <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					
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	East Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the East Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2017 - September 30, 2018 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0002		4	Quarter (Time)		

East Area Knives/Plates Rental
FFP
SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account.
Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all East Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor.
Period of Performance: October 1, 2017 - September 30, 2018
All items must meet the specifications listed in Attachment 2
To provide in accordance with Statement of Work (SOW), Attachment 1.
FOB: Destination

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	East Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the East Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2017 - September 30, 2018 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004	Central Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the Central Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2017 - September 30, 2018 **All items must meet the specifications listed in Attachment 2** To provide in accordance with Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005	Central Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all Central Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2017 - September 30, 2018 **All items must meet the specifications listed in Attachment 2** To provide in accordance with Statement of Work (SOW), Attachment 1. FOB: Destination	4	Quarter (Time)		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006	Central Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the Central Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2017 - September 30, 2018 **All items must meet the specifications listed in Attachment 2** To provide in accordance with Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0007	West Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the West Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2017 - September 30, 2018 **All items must meet the specifications listed in Attachment 2** To provide in accordance with Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0008	West Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all West Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2017 - September 30, 2018 **All items must meet the specifications listed in Attachment 2** To provide in accordance with Statement of Work (SOW), Attachment 1. FOB: Destination	4	Quarter (Time)		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0009	West Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the West Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2017 - September 30, 2018 **All items must meet the specifications listed in Attachment 2** To provide in accordance with Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0010	Pacific Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the Pacific Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2017 - September 30, 2018 **All items must meet the specifications listed in Attachment 2** To provide in accordance with Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0011		4	Quarter (Time)		
	Pacific Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all Pacific Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2017 - September 30, 2018 **All items must meet the specifications list in Attachment 2** To provide in accordance with Statement of Work (SOW), Attachment 1. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0012	Pacific Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the Pacific Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2017 - September 30, 2018 **All items must meet the specifications listed in Attachment 2** To provide in accordance with Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	East Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the East Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2018 - September 30, 2019 **All items must meet the specifications listed in Attachment 2** To provide in accordance with Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1002		4	Quarter (Time)		
OPTION	East Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all East Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2018 - September 30, 2019 **All items must meet the specifications listed in Attachment 2** To provide in accordance with Statement of Work (SOW), Attachment 1. FOB: Destination				
					<hr/> ESTIMATED NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1003 OPTION	East Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the East Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2018 - September 30, 2019 **All items must meet the specifications listed in Attachment 2** To provide in accordance with Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1004 OPTION	Central Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the Central Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2018 - September 30, 2019 **All items must meet the specifications listed in Attachment 2** To provide in accordance with Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1005		4	Quarter (Time)		
OPTION	Central Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all Central Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2018 - September 30, 2019 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1006 OPTION	Central Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the Central Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2018 - September 30, 2019 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1007 OPTION	West Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the West Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2018 - September 30, 2019 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1008		4	Quarter (Time)		
OPTION	West Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all West Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2018 - September 30, 2019 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1009 OPTION	West Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the West Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2018 - September 30, 2019 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1010 OPTION	Pacific Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the Pacific Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2018 - September 30, 2019 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1011		4	Quarter (Time)		
OPTION	<p>Pacific Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all Pacific Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2018 - September 30, 2019 **All items must meet the specifications list in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination</p>				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1012 OPTION	Pacific Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the Pacific Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2018 - September 30, 2019 **All items must meet the specifications listed in Attachment 2** To perform in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2001 OPTION	East Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the East Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2019 - September 30, 2020 **All items must meet the specifications listed in Attachment 2** To perform in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2002		4	Quarter (Time)		
OPTION	East Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all East Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2019 - September 30, 2020 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2003 OPTION	East Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the East Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2019- September 30, 2020 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2004 OPTION	Central Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the Central Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2019 - September 30, 2020 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2005		4	Quarter (Time)		
OPTION	<p>Central Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all Central Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2019 - September 30, 2020 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination</p>				
					<hr/>
					ESTIMATED NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2006 OPTION	Central Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the Central Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2019 - September 30, 2020 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2007 OPTION	West Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the West Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2019 - September 30, 2020 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2008		4	Quarter (Time)		
OPTION	West Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all West Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2019 - September 30, 2020 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2009 OPTION	West Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the West Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2019 - September 30, 2020 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2010 OPTION	Pacific Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the Pacific Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2019 - September 30, 2020 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2011		4	Quarter (Time)		
OPTION	<p>Pacific Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all Pacific Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2019 - September 30, 2020 **All items must meet the specifications list in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination</p>				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2012 OPTION	Pacific Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the Pacific Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2019 - September 30, 2020 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3001 OPTION	East Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the East Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2020 - September 30, 2021 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3002		4	Quarter (Time)		
OPTION	East Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all East Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2020 - September 30, 2021 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3003 OPTION	East Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the East Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2020- September 30, 2021 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3004 OPTION	Central Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the Central Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2020 - September 30, 2021 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3005		4	Quarter (Time)		
OPTION	Central Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all Central Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2020 - September 30, 2021 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3006 OPTION	Central Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the Central Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2020 - September 30, 2021 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3007 OPTION	West Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the West Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2020 - September 30, 2021 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3008		4	Quarter (Time)		
OPTION	<p>West Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all West Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2020 - September 30, 2021 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination</p>				
					<hr/>
					ESTIMATED NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3009 OPTION	West Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the West Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2020 - September 30, 2021 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3010 OPTION	Pacific Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the Pacific Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2020 - September 30, 2021 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3011		4	Quarter (Time)		
OPTION	<p>Pacific Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all Pacific Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2020 - September 30, 2021 **All items must meet the specifications list in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination</p>				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3012 OPTION	Pacific Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the Pacific Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2020 - September 30, 2021 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4001 OPTION	East Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the East Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2021 - September 30, 2022 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4002		4	Quarter (Time)		
OPTION	East Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all East Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2021 - September 30, 2022 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4003 OPTION	East Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the East Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2021- September 30, 2022 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4004 OPTION	Central Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the Central Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2021 - September 30, 2022 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4005		4	Quarter (Time)		
OPTION	Central Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all Central Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2021 - September 30, 2022 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4006 OPTION	Central Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the Central Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2021 - September 30, 2022 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		
					<hr/>
					ESTIMATED NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4007 OPTION	West Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the West Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2021 - September 30, 2022 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		
					<hr/>
					ESTIMATED NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4008		4	Quarter (Time)		
OPTION	West Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all West Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2021 - September 30, 2022 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination				

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4009 OPTION	West Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the West Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2021 - September 30, 2022 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4010 OPTION	Pacific Area Blades Purchase FFP SUPPLIES - This Line Item is funded through the DWCF Supply Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp saw blades to all of the Pacific Area commissaries (listed in Attachment 2). Once accepted, the blades will become the property of the Government. Period of Performance: October 1, 2021 - September 30, 2022 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4011		4	Quarter (Time)		
OPTION	<p>Pacific Area Knives/Plates Rental FFP SURCHARGE LEASE - This Line Item is funded through the Lease Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharp grinder plates and knives for all Pacific Area commissaries (listed in Attachment 2). The grinder plates and knives will be provided on a rental/exchange basis and will remain the property of the contractor. Period of Performance: October 1, 2021 - September 30, 2022 **All items must meet the specifications list in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination</p>				
					<hr/>
					ESTIMATED NET AMT

PSC CD: 3455

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
4012 OPTION	Pacific Area Blade Sharpening FFP EQUIP MAINT SURCHARGE - This Line Item is funded through the Maintenance Surcharge Account. Contractor shall provide all personnel, supervision, supplies, tools, parts, transportation, mailing expenses, and other items and services necessary to provide sharpening services for the Pacific Area commissaries' Biro and Treif Blades (listed in Attachment 2). Period of Performance: October 1, 2021 - September 30, 2022 **All items must meet the specifications listed in Attachment 2** To provide in accordance with the Statement of Work (SOW), Attachment 1. FOB: Destination	1	Years		

ESTIMATED
NET AMT

PSC CD: 3455

ADDENDUM TO 52.212-3 ALT I

Addendum to 52.212-3 Alt I

FAR provision 52.212-3 (Alt I), Offeror Representations and Certifications – Commercial Items, is incorporated by reference in this solicitation. The offeror verifies by submission of this offer that the representation and certifications currently posted electronically at SAM (System for Award Management):

- (1) Have been entered or updated in the last 12 months;
- (2) Are current, accurate, complete, and applicable to this solicitation; and
- (3) Include the business size standard applicable for the NAICS code referenced in this solicitation.

A full copy of 52.212-3 (Alt I) is available at the SAM website at <https://www.sam.gov>, or by contacting the point of contact identified on the face of this document.

ADDENDUM TO 52.212-4

Addendum to FAR 52.212-4

The following paragraphs have been changed/added to FAR 52.212-4, Terms and Conditions – Commercial Items.

(g) Invoice.

1. A commissary GPC card holder will place orders via phone, fax, or via email, in accordance with the line items identified on the contract. The contractor will assign a unique invoice number to each order. The contractor's invoice shall include the following elements:

- (a) Contract Number
- (b) Billing Period
- (c) Amount
- (d) The Store Name
- (e) Contract Line Item/Store
- (f) Brief Description of Item

- (g) Unit of Issue
- (h) Unit Price

2. Contractor will accept or reject orders based on invalid credit card information, or the failure to meet minimum order amount as stated in 52.216-19, ORDERING LIMITATIONS (Oct 1995).

3. Within one business day of order placement, the contractor shall provide store personnel an electronic confirmation/acknowledgement of each order. Notification shall include the following: contract number, total amount of order, and shipping date.

4. Once the entire order has been received by the commissary, the contractor is authorized to charge the credit card for the appropriate amount. The contract number for the appropriate order must be entered so that it will appear in the secondary data field, this ensures that the charge can be easily identified on the Government's credit card statement and can be matched to the applicable contract.

(i) Payment. Add the following: Authorized ordering officers are defined as DeCA Government Purchase Card (GPC) holders located at each commissary. All payments will be made by each commissary's issued Government Purchase Card (GPC).

(w) Delivery to the requiring commissaries is 7 days after electronic confirmation of each order. Upon receipt of the items at the store a physical inspection will be performed. Items found to be not in compliance with the terms and conditions of the contract will not be accepted. Rejected items will be replaced at no additional charge within 24 hours.

(x) The contractor will provide an electronic spreadsheet by the 10th of each month to the Contracting Office. The spreadsheet will denote the previous month's quantity and dollar amount ordered for each CLIN.

ADDENDUM TO FAR 52.212-1

The following paragraphs are altered as follows:

(a) North American Industry Classification System (NAICS) Code applicable to this solicitation is 811310 and the Size Standard is \$7,500,000.

(b) Submission of Offers: Submit signed and dated offers to the office specified in this solicitation at or before the exact time specified in this solicitation. Offers may be submitted on letterhead stationery, or emailed to both heather.jarratt@deca.mil and jill.craft@deca.mil by the date and time specified in the solicitation.. As a minimum, offers must show –

- (1) The solicitation number: HDEC05-17-R-0008;
- (2) The time specified in the solicitation for receipt of offers: See Block 8 of SF 1449;
- (3) The name, address, and telephone number of the offeror;
- (4) Written affirmation stating that the firm will fulfill the requirements of the contract.
- (5) Terms of any express warranty, if any;
- (6) Price: Pricing will be collected for the three different facets of the requirement; saw blade purchase, rental of grinder plates and knives, and blade sharpening services. Each Area (East, Central, West, and Pacific) in ATTACHMENT 2 – SPECIFICATION AND PROPOSAL PRICING SHEET, has two tabs. Tab 1 (each Area) is the pricing input page. This page provides the estimated quantities for the entire contract broken Down by base/or option year. Tab 2 (each Area) provides the estimated quantities per commissary by quarter and year. Complete the Specification and Proposal Pricing Sheet.
- (7) "Remit to" address, if different than mailing address;
- (8) A completed copy of the representations and certifications at FAR 52.212-3 and 52.212-3 Alt 1 is required in order to be considered for award. This requirement MUST be completed electronically through SAM (www.sam.gov) prior the solicitation closing date and time. The Full Text version of the provision at FAR 52.212-3 and 52.212-3 Alt 1 may be found at <http://farsite.hill.af.mil/>.

- (9) Signed acknowledgment of any issued Solicitation Amendments;
- (10) Past Performance Survey reference information, to include the names, companies, and contact information for those individuals asked to complete and submit surveys. A minimum of three (3) references are required as follows (only send reference information, not completed Past Performance surveys):

Reference #1
Reference Company:
Name:
Title:
Telephone:
Email:

Reference #2
Reference Company:
Name:
Title:
Telephone:
Email:

Reference #3
Reference Company:
Name:
Title:
Telephone:
Email:

References should represent previous work of similar scope to the requirements in this solicitation and should be current or prior customers (within the past three (3) years).

NOTE: The Government reserves the right to contact the references; therefore, the references should be able to provide information concerning timeliness of deliveries, quality of products delivered, compliance with specifications, and contract terms, customer satisfaction and response level on taking corrective action when a delivery problem or non-conformance problem occurs.

- (11) If the offer is not submitted on the SF 1449, include a statement specifying the extent of agreement with all terms, conditions, and provisions included in the solicitation. Offers that fail to furnish required representations or information, or reject the terms and conditions of the solicitation may be excluded from consideration.

Added:

- (12) All applicable clauses that require fill-ins must be completed prior to award.
- (c) Period of Acceptance of Offers is 120 calendar days.
- (g) Add Subcontracting Plan.

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC
0001	POP 01-OCT-2017 TO 30-SEP-2018	N/A	DEFENSE COMMISSARY AGENCY STORE OPERATIONS 1300 E AVENUE FORT LEE VA 23801-1800 FOB: Destination	HQCAAA
0002	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
0003	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
0004	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
0005	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
0006	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
0007	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
0008	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
0009	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
0010	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
0011	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
0012	POP 01-OCT-2017 TO 30-SEP-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
1001	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
1002	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
1003	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
1004	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA

1005	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
1006	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
1007	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
1008	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
1009	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
1010	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
1011	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
1012	POP 01-OCT-2018 TO 30-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
2001	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
2002	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
2003	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
2004	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
2005	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
2006	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
2007	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
2008	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
2009	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
2010	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA

2011	POP 01-OCT-2019 TO 30-AUG-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
2012	POP 01-OCT-2019 TO 30-SEP-2020	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3001	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3002	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3003	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3004	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3005	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3006	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3007	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3008	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3009	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3010	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3011	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3012	POP 01-OCT-2020 TO 30-SEP-2021	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
4001	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
4002	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
4003	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
4004	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA

4005	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
4006	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
4007	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
4008	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
4009	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
4010	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
4011	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
4012	POP 01-OCT-2021 TO 30-SEP-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.211-17	Delivery of Excess Quantities	SEP 1989
52.212-1	Instructions to Offerors--Commercial Items	JAN 2017
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014

52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-9	Small Business Subcontracting Plan	JAN 2017
52.219-9 Alt II	Small Business Subcontracting Plan (JAN 2017) Alternate II	NOV 2016
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2016
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-36	Payment by Third Party	MAY 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7005	Representation Relating to Compensation of Former DoD Officials	NOV 2011
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7008	Compliance With Safeguarding Covered Defense Information Controls	OCT 2016
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
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
252.213-7000	Notice to Prospective Suppliers on Use of Past Performance Information Retrieval System--Statistical Reporting in Past Performance Evaluations	JUN 2015
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.219-7003 (Dev)	Small Business Subcontracting Plan (DOD Contracts)--Basic (Deviation 2016-O0009)	AUG 2016
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2016
252.225-7012	Preference For Certain Domestic Commodities	DEC 2016
252.225-7021	Trade Agreements--Basic	DEC 2016
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991

252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.246-7000	Material Inspection And Receiving Report	MAR 2008
252.247-7023	Transportation of Supplies by Sea	APR 2014

CLAUSES INCORPORATED BY FULL TEXT

52.204-4500 INSTALLATION ACCESS REQUIREMENTS (JAN 31 2012)

The contractor shall be responsible for ensuring full compliance with all installation access procedures. Installation access includes, but is not limited to, obtaining applicable installation passes and inspections for vehicles and personnel. Contractor employees may also be subject to background security checks/clearances in order to obtain credentials for passes. Some installations are using programs, such as RAPIDGate, which may result in a cost to the contractor. Any costs associated with such programs or with obtaining passes, will not be reimbursed separately and should be included in the contractor's proposed pricing for the product or services being acquired.

CLAUSES INCORPORATED BY FULL TEXT

52.207-4 ECONOMIC PURCHASE QUANTITY--SUPPLIES (AUG 1987)

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity. If different quantities are recommended, a total and a unit price must be quoted for applicable items. An economic purchase quantity is that quantity at which a significant price break occurs. If there are significant price breaks at different quantity points, this information is desired as well.

OFFEROR RECOMMENDATIONS			
PRICE			
ITEM	QUANTITY	QUOTATION	TOTAL

(c) The information requested in this provision is being solicited to avoid acquisitions in disadvantageous quantities and to assist the Government in developing a data base for future acquisitions of these items. However, the Government reserves the right to amend or cancel the solicitation and resolicit with respect to any individual item in the event quotations received and the Government's requirements indicate that different quantities should be acquired.

(End of provision)

CLAUSES INCORPORATED BY FULL TEXT

52.209-7 INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of provision)

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

(a) The Government will award a contract (one contract by Area, potential of 4 contract awards) resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation will be most advantageous to the Government, price and other factors considered. The following factors shall be used to evaluate offers:

I. EVALUATION FACTORS

The evaluation factors for this requirement are as follows:

1. Technical Capability: The Offeror shall demonstrate their capability to provide Knives, Blades, Plates, and Sharpening which meets all of the requirements listed in the Statement of Work (SOW).

Sub-factors:

- (a) Supplies/Services: Demonstrates the ability to meet all of the requirements listed in the Statement of Work (SOW). (The required specifications are provided in Attachment 2.)
- (b) Quality Control: Demonstrates adequate quality control procedures to satisfactorily perform SOW requirements.
- (c) Contingency Plan: Demonstrates an adequate plan that would successfully complete the deliverables in the SOW.
- (d) Payments: Demonstrates the ability to submit accurate and timely invoices. Offeror must provide a sample invoice.

2. Past Performance: Using the Past Performance Surveys from the references provided, the offeror will be evaluated in the four following areas:

Sub-factors:

- (a) Timeliness of Performance
- (b) Customer Satisfaction/Quality of Service
- (c) Business Relations
- (d) Compliance with Contract Specifications

3. Price: Pricing will be collected for the three different facets of the requirement; saw blade purchase, rental of grinder plates and knives, and blade sharpening services. Each Area (East, Central, West, and Pacific) in ATTACHMENT 2 – SPECIFICATION AND PROPOSAL PRICING SHEET, has two tabs. Tab 1 (each Area) is the pricing input page. This page provides the estimated quantities for the entire contract broken Down by base/or option year. Tab 2 (each Area) provides the estimated quantities per commissary by quarter and year. The offeror's overall price for each Area will be evaluated.

Technical and past performance, when combined, are approximately equal to price.

II. EVALUATION RATING

The Government intends to award one contract by Area (potential of 4 awards) based on the Lowest Priced Technically Acceptable (LPTA) offer(s). Each offeror will be evaluated using the following rating system:

A. Technical Capability:

The Offeror shall demonstrate their capability to perform in accordance with SOW requirements. The following rating scale shall be used to determine whether the offeror's Technical Capability is "Acceptable" or "Unacceptable".

Rating	Description
Acceptable	Technical proposal clearly demonstrates the capability to perform the terms and conditions of the solicitation.
Unacceptable	Technical proposal did not clearly demonstrate the capability to perform the terms and conditions of the solicitation.

Acceptable: In order to be deemed Acceptable *all* of the following minimum requirements must be met.

1. Offeror demonstrated the ability to perform all of the requirements listed within the Statement of Work. Capability will be rated based upon the offeror's explanation of their similar experience and/or other applicable documentation.
2. Offeror has adequate quality control procedures to assure conforming products are provided and that there is a timely replacement if there would be delivery of non-conforming products.
3. Offeror demonstrated that they will provide a low risk distribution/transportation system that ensures product delivery in the timeframes required.
4. Offeror provided a sample of an adequate invoice.

Unacceptable: An offer is "Unacceptable" if one or more of the above minimum requirements are not met.

B. Past Performance:

The evaluation of past performance will be an assessment based on consideration of relevant facts and circumstances. It will not be based on absolute standards of acceptable performance, but an offeror's overall evaluated past performance history. The Government is seeking to determine whether the offeror has consistently demonstrated an acceptable performance in the areas of:

- (a) Timeliness of Performance
- (b) Customer Satisfaction/Quality of Service
- (c) Business Relations
- (d) Compliance with Contract Specifications

The following rating scale shall be used to determine whether a offeror's Past Performance is "Acceptable" or "Unacceptable".

Rating	Description
Acceptable	Based on the offeror's performance record, the Government has a reasonable expectation that the offeror will successfully perform the required effort, or the offeror's performance record is unknown.

Unacceptable	Based on the offeror's performance record, the Government has no reasonable expectation that the offeror will be able to successfully perform the required effort.
--------------	--

Acceptable: An offeror received "Acceptable" ratings on all areas of Past Performance on their Past Performance Surveys. If an offeror has no Past Performance documentation they are to be deemed "Neutral" and will be considered "Acceptable".

Unacceptable: Offeror receives one or more "Unacceptable" ratings on their Past Performance Surveys that has a relevant reason as to the negative rating. "Unacceptable" ratings without a relevant reason for the negative rating may be reconsidered by the Contracting Officer.

NOTE: In evaluating past performance, the Government will use the Past Performance Surveys to collect information from the offeror's references, and may use other sources of information, including, but not limited to federal, state, and local government agencies, Better Business Bureaus, published media, electronic databases, and contractor's performance on DeCA contracts. The evaluation of past performance will consider relevant facts and circumstances. The Government will determine whether the offeror has provided quality products or services, demonstrated a commitment to customer satisfaction, and made timely deliveries. The determination is a matter of collected past performance.

- C. The Contracting Officer will evaluate price. Pricing will be evaluated to determine fairness, reasonableness, Realism, consistency with the technical requirements, and overall value to the Government based on Competition or comparison with identical or like services. The total price will be determined by adding the Total price of the base year line items and the four one year option line items.

(b) Options. The Government will evaluate offers for award purposes by adding the total price for all options to the total price for the basic requirement. The Government may determine that an offer is unacceptable if the option prices are significantly unbalanced. Evaluation of options shall not obligate the Government to exercise the option(s).

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

(End of provision)

52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS (JAN 2017) ALTERNATE I (OCT 2014)

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

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

“Administrative merits determination” means certain notices or findings of labor law violations issued by an enforcement agency following an investigation. An administrative merits determination may be final or be subject to appeal or further review. To determine whether a particular notice or finding is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Arbitral award or decision” means an arbitrator or arbitral panel determination that a labor law violation occurred, or that enjoined or restrained a violation of labor law. It includes an award or decision that is not final or is subject to being confirmed, modified, or vacated by a court, and includes an award or decision resulting from private or confidential proceedings. To determine whether a particular award or decision is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“Civil judgment” means--

(1) In paragraph (h) of this provision: A judgment or finding of a civil offense by any court of competent jurisdiction.

(2) In paragraph (s) of this provision: Any judgment or order entered by any Federal or State court in which the court determined that a labor law violation occurred, or enjoined or restrained a violation of labor law. It includes a judgment or order that is not final or is subject to appeal. To determine whether a particular judgment or order is covered by this definition, it is necessary to consult section II.B. in the DOL Guidance.

“DOL Guidance” means the Department of Labor (DOL) Guidance entitled: “Guidance for Executive Order 13673, ‘Fair Pay and Safe Workplaces’”. The DOL Guidance, dated August 25, 2016, can be obtained from www.dol.gov/fairpayandsafeworkplaces.

“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.

“Enforcement agency” means any agency granted authority to enforce the Federal labor laws. It includes the enforcement components of DOL (Wage and Hour Division, Office of Federal Contract Compliance Programs, and Occupational Safety and Health Administration), the Equal Employment Opportunity Commission, the Occupational Safety and Health Review Commission, and the National Labor Relations Board. It also means a State agency designated to administer an OSHA-approved State Plan, but only to the extent that the State agency is acting in its capacity as administrator of such plan. It does not include other Federal agencies which, in their capacity as contracting agencies, conduct investigations of potential labor law violations. The enforcement agencies associated with each labor law under E.O. 13673 are--

(1) Department of Labor Wage and Hour Division (WHD) for--

- (i) The Fair Labor Standards Act;
- (ii) The Migrant and Seasonal Agricultural Worker Protection Act;
- (iii) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act;
- (iv) 41 U.S.C. chapter 67, formerly known as the Service Contract Act;
- (v) The Family and Medical Leave Act; and
- (vi) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors);

(2) Department of Labor Occupational Safety and Health Administration (OSHA) for--

- (i) The Occupational Safety and Health Act of 1970; and
- (ii) OSHA-approved State Plans;

(3) Department of Labor Office of Federal Contract Compliance Programs (OFCCP) for--

(i) Section 503 of the Rehabilitation Act of 1973;

(ii) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974; and

(iii) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity);

(4) National Labor Relations Board (NLRB) for the National Labor Relations Act; and

(5) Equal Employment Opportunity Commission (EEOC) for--

(i) Title VII of the Civil Rights Act of 1964;

(ii) The Americans with Disabilities Act of 1990;

(iii) The Age Discrimination in Employment Act of 1967; and

(iv) Section 6(d) of the Fair Labor Standards Act (Equal Pay Act).

“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 6 U.S.C. 395(b), applied in accordance with the rules and definitions of 6 U.S.C. 395(c).

“Labor compliance agreement” means an agreement entered into between a contractor or subcontractor and an enforcement agency to address appropriate remedial measures, compliance assistance, steps to resolve issues to increase compliance with the labor laws, or other related matters.

“Labor laws” means the following labor laws and E.O.s:

(1) The Fair Labor Standards Act.

(2) The Occupational Safety and Health Act (OSHA) of 1970.

(3) The Migrant and Seasonal Agricultural Worker Protection Act.

- (4) The National Labor Relations Act.
- (5) 40 U.S.C. chapter 31, subchapter IV, formerly known as the Davis-Bacon Act.
- (6) 41 U.S.C. chapter 67, formerly known as the Service Contract Act.
- (7) E.O. 11246 of September 24, 1965 (Equal Employment Opportunity).
- (8) Section 503 of the Rehabilitation Act of 1973.
- (9) The Vietnam Era Veterans' Readjustment Assistance Act of 1972 and the Vietnam Era Veterans' Readjustment Assistance Act of 1974.
- (10) The Family and Medical Leave Act.
- (11) Title VII of the Civil Rights Act of 1964.
- (12) The Americans with Disabilities Act of 1990.
- (13) The Age Discrimination in Employment Act of 1967.
- (14) E.O. 13658 of February 12, 2014 (Establishing a Minimum Wage for Contractors).
- (15) Equivalent State laws as defined in the DOL Guidance. (The only equivalent State laws implemented in the FAR are OSHA-approved State Plans, which can be found at www.osha.gov/dcsp/osp/approved_state_plans.html).

“Labor law decision” means an administrative merits determination, arbitral award or decision, or civil judgment, which resulted from a violation of one or more of the laws listed in the definition of “labor laws”.

“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.

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

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

Sensitive technology—

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

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

- (1) Means a small business concern—
 - (i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and
 - (ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a service-disabled veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

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

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

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

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

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

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

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

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

(1) Directly by a parent corporation; or

(2) Through another subsidiary of a parent corporation.

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

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

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

“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 the 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.

Note to paragraph (a): By a court order issued on October 24, 2016, the following definitions in this paragraph (a) are enjoined indefinitely as of the date of the order: ``Administrative merits determination'', ``Arbitral award or decision'', paragraph (2) of ``Civil judgment'', ``DOL Guidance'', ``Enforcement agency'', ``Labor compliance agreement'', ``Labor laws'', and ``Labor law decision''. The enjoined definitions will become effective immediately if the court terminates the injunction. At that time, DoD, GSA, and NASA will publish a document in the Federal Register advising the public of the termination of the injunction.

(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 SAMwebsite.

(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 representation 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 (u) 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 electronically 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.* The offeror represents as part of its offer that it [____] is, [____] is not a small business concern.

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

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

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

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

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

(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.

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

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

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

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

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

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

[The offeror shall check the category in which its ownership falls]:

☐ Black American.

☐ Hispanic American.

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

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

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

☐ Individual/concern, other than one of the preceding.

(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 parts 60-1 and 60-2), or

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

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

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

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

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

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

(g)

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

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

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

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

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American—Free Trade Agreements—

Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products, *i.e.*, an end product that is not a COTS item and does not meet the component test in paragraph (2) of the definition of “domestic end product.”

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN
_____	_____
_____	_____
_____	_____

[List as necessary]

(iv) The Government will evaluate offers in accordance with the policies and procedures of FAR Part 25.

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

Other End Products

Line Item No.:	Country of Origin:
_____	_____
_____	_____
_____	_____

[List as necessary]

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

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

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

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

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

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

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

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

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

(ii) Examples.

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

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

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

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

(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 Product

Listed End Product:	Listed Countries of Origin:
_____	_____
_____	_____
_____	_____

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

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

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

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

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

(2) [____] Outside the United States.

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

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

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

(ii) The services will be furnished at prices which are, or are based on, established catalog or market prices (see FAR 22.1003-4(c)(2)(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 Labor Standards wage determination to the solicitation, the offeror shall notify the Contracting Officer as soon as possible; and

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

(l) *Taxpayer identification number (TIN)* (26 U.S.C. 6109, 31 U.S.C. 7701). (Not applicable if the offeror is required to provide this information to the SAM database to be eligible for award.)

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

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

(3) Taxpayer Identification Number (TIN).

[____] TIN: ____ .

[____] TIN has been applied for.

[____] TIN is not required because:

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

[____] Offeror is an agency or instrumentality of a foreign government;

[____] Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

[____] Sole proprietorship;

[____] Partnership;

[____] Corporate entity (not tax-exempt);

[____] Corporate entity (tax-exempt);

[____] Government entity (Federal, State, or local);

[____] Foreign government;

[____] International organization per 26 CFR 1.6049-4;

[____] Other ____ .

(5) Common parent.

[____] Offeror is not owned or controlled by a common parent:

[____] Name and TIN of common parent:

Name ____

TIN ____

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

(n) Prohibition on Contracting with Inverted Domestic Corporations—

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

(2) Representation. The Offeror represents that--

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Immediate owner CAGE code: _____.

Immediate owner legal name: _____.

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

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

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

Highest-level owner CAGE code: _____.

Highest-level owner legal name: _____.

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

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

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

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

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

(2) The Offeror represents that—

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

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

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

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

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

Predecessor CAGE code: ____ (or mark ``Unknown").

Predecessor legal name: ____.

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

(s) Representation regarding compliance with labor laws (Executive Order 13673). If the offeror is a joint venture that is not itself a separate legal entity, each concern participating in the joint venture shall separately comply with the requirements of this provision.

(1)(i) For solicitations issued on or after October 25, 2016 through April 24, 2017: The Offeror [____] does [____] does not anticipate submitting an offer with an estimated contract value of greater than \$50 million.

(ii) For solicitations issued after April 24, 2017: The Offeror [____] does [____] does not anticipate submitting an offer with an estimated contract value of greater than \$500,000.

(2) If the Offeror checked ``does" in paragraph (s)(1)(i) or (ii) of this provision, the Offeror represents to the best of the Offeror's knowledge and belief [Offeror to check appropriate block]:

[(i) There has been no administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the offeror (see definitions in paragraph (a) of this section) during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter; or

[](ii) There has been an administrative merits determination, arbitral award or decision, or civil judgment for any labor law violation(s) rendered against the Offeror during the period beginning on October 25, 2015 to the date of the offer, or for three years preceding the date of the offer, whichever period is shorter.

(3)(i) If the box at paragraph (s)(2)(ii) of this provision is checked and the Contracting Officer has initiated a responsibility determination and has requested additional information, the Offeror shall provide--

(A) The following information for each disclosed labor law decision in the System for Award Management (SAM) at www.sam.gov, unless the information is already current, accurate, and complete in SAM. This information will be publicly available in the Federal Awardee Performance and Integrity Information System (FAPIS):

(1) The labor law violated.

(2) The case number, inspection number, charge number, docket number, or other unique identification number.

(3) The date rendered.

(4) The name of the court, arbitrator(s), agency, board, or commission that rendered the determination or decision;

(B) The administrative merits determination, arbitral award or decision, or civil judgment document, to the Contracting Officer, if the Contracting Officer requires it;

(C) In SAM, such additional information as the Offeror deems necessary to demonstrate its responsibility, including mitigating factors and remedial measures such as offeror actions taken to address the violations, labor compliance agreements, and other steps taken to achieve compliance with labor laws. Offerors may provide explanatory text and upload documents. This information will not be made public unless the contractor determines that it wants the information to be made public; and

(D) The information in paragraphs (s)(3)(i)(A) and (s)(3)(i)(C) of this provision to the Contracting Officer, if the Offeror meets an exception to SAM registration (see FAR 4.1102(a)).

(ii)(A) The Contracting Officer will consider all information provided under (s)(3)(i) of this provision as part of making a responsibility determination.

(B) A representation that any labor law decision(s) were rendered against the Offeror will not necessarily result in withholding of an award under this solicitation. Failure of the Offeror to furnish a representation or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(C) The representation in paragraph (s)(2) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous representation, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation in accordance with the procedures set forth in FAR 12.403.

(4) The Offeror shall provide immediate written notice to the Contracting Officer if at any time prior to contract award the Offeror learns that its representation at paragraph (s)(2) of this provision is no longer accurate.

(5) The representation in paragraph (s)(2) of this provision will be public information in the Federal Awardee Performance and Integrity Information System (FAPIS).

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

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

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

(2) Representation. [Offeror to check applicable block(s) in paragraph (t)(2)(i) and (ii)]. (i) The Offeror (itself or through its immediate owner or highest-level owner) [☐] does, [☐] does not publicly disclose greenhouse gas emissions, i.e., makes available on a publicly accessible Web site the results of a greenhouse gas inventory, performed in accordance with an accounting standard with publicly available and consistently applied criteria, such as the Greenhouse Gas Protocol Corporate Standard.

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

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

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

____ .

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

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

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

(End of provision)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (JAN 2017)

(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—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Oct 2015) (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 (Sep 2016) (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) 52.222-59, Compliance with Labor Laws (Executive Order 13673) (Oct 2016) (Applies at \$50 million for solicitations and resultant contracts issued from October 25, 2016 through April 24, 2017; applies at \$500,000 for solicitations and resultant contracts issued after April 24, 2017).

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

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

(xviii) 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).

(xix) 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.

(xx) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

The Government contemplates award of a Firm Fixed Price Requirements type contract resulting from this solicitation.

(End of provision)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than **\$15.00**, 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 **\$25,000.00**;

(2) Any order for a combination of items in excess of **\$25,000.00**; or

(3) A series of orders from the same ordering office within **30** days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 **5** days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) 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 September 30, 2022.

(End of clause)

52.216-27 SINGLE OR MULTIPLE AWARDS. (OCT 1995)

The Government may elect to award a single delivery order contract or task order contract or to award multiple delivery order contracts or task order contracts for the same or similar supplies or services to two or more sources under this solicitation.

(End of provision)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice at least 30 days prior to expiration of the current contract; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

52.217-4500 OPTION TO EXTEND CONTRACT DELIVERY (AUG 2004)

The Government may require continued delivery of any supplies within the limits and at the prices specified in the contract. This option provision may be exercised more than once, but the total extension of the delivery period hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor prior to expiration of the contract delivery period.

(End of Clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

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

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

52.225-18 PLACE OF MANUFACTURE (MAR 2015)

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

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.

(b) 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.

(End of provision)

52.228-4500 LIABILITY TO THIRD PERSONS (APR 1997)

The contractor shall be responsible for and hold the Government harmless from all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the contractor, his officers, agents, or employees in the performance of work under this contract.

52.228-4501 VEHICLE OPERATION AND INSURANCE (DEC 2001)

a. All private-owned and Contractor-owned vehicles shall be properly licensed, insured and safety inspected in accordance with applicable federal, state and local regulations. The following automotive liability coverage is required:

(1) For Contractor-owned vehicles: Bodily injury \$200,000 per person, \$500,000 per occurrence; property damage \$20,000 per occurrence.

(2) For privately-owned vehicles: Bodily injury and property damage insurance meeting requirements of state in which vehicle is registered.

b. Vehicles licensed or registered in a state which requires a mechanical safety inspection must display a valid inspection sticker.

c. All vehicles operating at the installation are subject to the installation traffic code, copies of which are available in the office of the installation Provost Marshal.

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 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:

Defense Commissary Agency
Acquisition Management Directorate
Attn: LEAAR (Contracting Officer)
1300 E Avenue
Fort Lee, VA 23801-1800

(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 provision)

52.233-4500 INDEPENDENT REVIEW OF AGENCY PROTESTS (NOV 2011)

Offerors/bidders may submit their agency protest directly to the contracting officer or request an independent review at a level above the contracting officer. The independent review is available as an alternative to consideration of the agency protest by the contracting officer. The independent review is not an appeal of the contracting officer's decision on an agency protest.

Agency protests for consideration by the contracting officer must be submitted to the issuing office indicated on the face of the solicitation. Agency protests for consideration by a level above the contracting officer must be submitted to:

Director, Acquisition Management
Defense Commissary Agency
ATTN: LEA
1300 E Avenue
Fort Lee, Virginia 23801-1800

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):

<https://www.acquisition.gov/>
http://farsite.hill.af.mil/farsite_alt.html
<http://www.acq.osd.mil/dpap/>

(End of provision)

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):

<https://www.acquisition.gov/>
http://farsite.hill.af.mil/farsite_alt.html
<http://www.acq.osd.mil/dpap/>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.209-7992 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2015 APPROPRIATIONS (DEVIATION 2015-OO0005) (DEC 2014)

(a) In accordance with sections 744 and 745 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235), none of the funds made available by this or any other Act may be used to enter into a contract with any corporation that—

- (1) Has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency is aware of the unpaid tax liability, unless the agency has considered suspension or debarment of the corporation and made a determination that this further action is not necessary to protect the interests of the Government; or
- (2) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency is aware of the conviction, unless the agency has considered suspension or debarment of the corporation and made a determination that this action is not necessary to protect the interests of the Government.

(b) The Offeror represents that—

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

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

(End of provision)

252.209-7993 REPRESENTATION BY CORPORATIONS REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CONVICTION UNDER ANY FEDERAL LAW—FISCAL YEAR 2014
APPROPRIATIONS (DEVIATION 2014-OO0009) (FEB 2014)

(a) In accordance with sections 8113 and 8114 of the Department of Defense Appropriations Act, 2014, and sections 414 and 415 of the Military Construction and Veterans Affairs and Related Agencies Appropriations Act, 2014 (Public Law 113-76, Divisions C and J), none of the funds made available by those divisions (including Military Construction funds) may be used to enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

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

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

(End of provision)

252.215-7008 ONLY ONE OFFER (OCT 2013)

(a) After initial submission of offers, the Offeror agrees to submit any subsequently requested additional cost or pricing data if the Contracting Officer notifies the Offeror that--

(1) Only one offer was received; and

(2) Additional cost or pricing data is required in order to determine whether the price is fair and reasonable or to comply with the statutory requirement for certified cost or pricing data (10 U.S.C. 2306a and FAR 15.403-3).

(b) Requirement for submission of additional cost or pricing data. Except as provided in paragraph (c) of this provision, the Offeror shall submit additional cost or pricing data as follows:

(1) If the Contracting Officer notifies the Offeror that additional cost or pricing data are required in accordance with

paragraph (a) of this clause, the data shall be certified unless an exception applies (FAR 15.403-1(b)).

(2) Exceptions from certified cost or pricing data. In lieu of submitting certified cost or pricing data, the Offeror may submit a written request for exception by submitting the information described in the following paragraphs. The Contracting Officer may require additional supporting information, but only to the extent necessary to determine whether an exception should be granted, and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the contracting office.

(ii) Commercial item exception. For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or/similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include—

(A) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(B) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market; or

(C) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(3) The Offeror grants the Contracting Officer or an authorized representative the right to examine, at any time before award, books, records, documents, or other directly pertinent records to verify any request for an exception under this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant solely to the Offeror's determination of the prices to be offered in the catalog or marketplace.

(4) Requirements for certified cost or pricing data. If the Offeror is not granted an exception from the requirement to submit certified cost or pricing data, the following applies:

(i) The Offeror shall prepare and submit certified cost or pricing data and supporting attachments in accordance with the instructions contained in Table 15-2 of FAR 15.408, which is incorporated by reference with the same force and effect as though it were inserted here in full text. The instructions in Table 15-2 are incorporated as a mandatory format to be used, unless the Contracting Officer and the Offeror agree to a different format.

(ii) As soon as practicable after agreement on price, but before contract award (except for unpriced actions such as letter contracts), the offeror shall submit a Certificate of Current Cost or Pricing Data, as prescribed by FAR 15.406-2.

(c) If the Offeror is the Canadian Commercial Corporation, certified cost or pricing data are not required. If the Contracting Officer notifies the Canadian Commercial Corporation that additional data other than certified cost or pricing data are required in accordance with 225.870-4(c), the Canadian Commercial Corporation shall obtain and provide the following:

(1) Profit rate or fee (as applicable).

(2) Analysis provided by Public Works and Government Services Canada to the Canadian Commercial Corporation to determine a fair and reasonable price (comparable to the analysis required at FAR

15.404-1).

(3) Data other than certified cost or pricing data necessary to permit a determination by the U.S. Contracting Officer that the proposed price is fair and reasonable [U.S. Contracting Officer to provide description of the data required in accordance with FAR 15.403-3(a)(1) with the notification].

(4) As specified in FAR 15.403-3(a)(4), an offeror who does not comply with a requirement to submit data that the U.S. Contracting Officer has deemed necessary to determine price reasonableness or cost realism is ineligible for award unless the head of the contracting activity determines that it is in the best interest of the Government to make the award to that offeror.

(d) If negotiations are conducted, the negotiated price should not exceed the offered price.

(End of provision)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from September 1, 2017 through August 31, 2022.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.222-7007 REPRESENTATION REGARDING COMBATING TRAFFICKING IN PERSONS (JAN 2015)

By submission of its offer, the Offeror represents that it--

(a) Will not engage in any trafficking in persons or related activities, including but not limited to the use of forced labor, in the performance of this contract;

(b) Has hiring and subcontracting policies to protect the rights of its employees and the rights of subcontractor employees and will comply with those policies in the performance of this contract; and

(c) Has notified its employees and subcontractors of--

(1) The responsibility to report trafficking in persons violations by the Contractor, Contractor employees, or subcontractor employees, at any tier; and

(2) Employee protection under 10 U.S.C. 2409, as implemented in DFARS subpart 203.9, from reprisal for whistleblowing on trafficking in persons violations.

(End of provision)

IMPORTANT INFORMATION FREEDOM OF INFORMATION ACT (FOIA)

Upon award of this contract, the Agency intends to make public the total contract award amount, as well as any awarded individual contract line item pricing (CLIN or Sub-CLIN), within the Agency's electronic reading room located at www.commissaries.com and on the Government Point of Entry (GPE) www.fbo.gov .

Unexercised Option year prices will not be published.

This action is taken to ensure contract award information is available to the general public pursuant to the President's January 21, 2009 memorandum regarding the Freedom of Information Act.

Be advised that the contract(s) resulting from this solicitation will be posted at two distinct points during the procurement cycle:

RECENT CONTRACT AWARDS: The first posting will take place immediately after the contracts are awarded and will contain only the base year pricing.

HISTORICAL PRICING: The second posting will take place when it is time for re-solicitation of an existing contract and will contain all CLIN and Sub-CLIN prices for the base period and all exercised options from the contract(s) under re-solicitation.