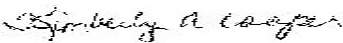


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 30		
2. CONTRACT NO. HDEC0218D0006		3. AWARD/EFFECTIVE DATE 13-Aug-2018		4. ORDER NUMBER		5. SOLICITATION NUMBER HDEC0218R0009		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME SAVICSA ROBINSON				b. TELEPHONE NUMBER (No Collect Calls) 804-734-8000 X 86143		
9. ISSUED BY DEFENSE COMMISSARY AGENCY RESALE CONTRACTING DIRECTORATE 1300 E AVENUE FORT LEE VA 23801-1800 TEL: FAX:		CODE HDEC02		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 <input type="checkbox"/> 8(A) NAICS: 311991 SIZE STANDARD: 500				
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9				
17a. CONTRACTOR/ OFFEROR COAST PRODUCE COMPANY JOHN DUNN 1791 BAY ST LOS ANGELES CA 90021-1655 TELEPHONE NO. 213-955-4900		CODE 1FK14		FACILITY CODE 1FK14		18a. PAYMENT WILL BE MADE BY DFAS-WIDE AREA WORK FLOW COLUMBUS CENTER ATTN: DFAS -BVD COLUMBUS OH		
<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	
		SEE SCHEDULE					23. UNIT PRICE	
							24. AMOUNT	
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$7,029,459.92 EST		
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED				
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 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 checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. HDEC02-18-R-0009 OFFER DATED <u>10-Aug-2018</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE			
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) Kimberly A. Cooper / Contract Specialist TEL: (804) 734-8000 ext 48920 EMAIL: kimberly.cooper@deca.mil		31c. DATE SIGNED 13-Aug-2018		

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ADDENDUM TO FAR 52.212-4

**ADDENDUM TO FAR 52.212-4
CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS**

- 1. SCOPE:** The Defense Commissary Agency (DeCA) will contract with a source to provide Fresh Fruits & Vegetables (FF&V), live potted plants, and ornamental produce (fresh Indian Corn, fresh gourds; fresh wreaths and garland, or fresh pine roping) to various store facilities assigned to Area 2 of DeCA's West Area that are located in the Midwestern sector of the United States (CONUS). Additional FF&V core and non-core products not listed, or additional potted plant products may be added to the contract without re-competition during contract performance with Region, Headquarters, and Contracting Officer approval. The contractor shall supply DeCA commissaries with USDA inspected and certified quality products that meet or exceed the U.S. Grade No. 1, or as specified in the Attachment C, Area 2 FF&V Schedule of Supplies/Pricing Spreadsheet.

The contractor shall provide DeCA with all necessary support, order processing, electronic price updates, reporting, purchasing, distribution, and merchandising materials/personnel necessary for the successful performance under contract. In addition, the contractor shall be responsible for providing all necessary licenses, permits, supervision, facilities, equipment, order processing, distribution, inventory management, and personnel at the contractor's own facilities/distribution center to receive, store, handle, sort, and deliver all required FF&V items and potted plants to the various commissary locations that are serviced under this contract.

The contractor is responsible for ensuring that a current and valid Perishable Agricultural Commodities Act (PACA) license is maintained by their growers, producers, suppliers, and shippers, for the duration of any performance under this contract.

- 2. PERIOD OF PERFORMANCE:** The base period of performance is August 27, 2018 through December 2, 2018.
- 3. PRODUCT LINE:** The contractor shall deliver a full assortment of fresh fruit and vegetables, live potted plants, and ornamental produce to each commissary store locations listed at Attachment B. The contractor shall work closely with the Category Manager in the area of purchasing, distribution, or transportation (i.e. DeCA Corporate Buy Program). Seven days before the first order is placed by the stores, the contractors shall provide the Category Manager an electronic version of the completed order guide that includes all core items, a complete list of non-core items, and a complete list of potted plants available for ordering. The contractor may be expected to review its order guide with the Category Manager on a routine basis for the purpose of adjusting the assortment of non-core items or potted plants. For information on the core and non-core items, see FAR 52.212-4 Addendum, paragraph 6 (Ordering Information) and at Attachment C.
- 4. CONTRACTOR-OWNED WEB BASED RETAIL ORDERING SYSTEM:** The contractor will provide and maintain an order-processing center and provide a web-based retail ordering system. The contractor-owned web ordering system shall have the ability to receive and process electronic orders from all the commissary locations supported under the resulting Area 2 contract. The contractor-owned web ordering system shall have the capability to email the produce manager an order confirmation in an invoice-type format prior to the next day's delivery. The delivery ticket invoice that is required to accompany each produce delivery shall mirror the email order confirmation. The following items should be included on the delivery ticket invoice: item code; description; quantity order; quantity ship; price and cost. The contractor-owned web ordering system shall also have the capability to transmit electronic price updates, manage an automated inventory, and create detailed sales and order history reports. The contractor-owned pricing and ordering system shall interface with the existing DeCA electronic systems, without any additional cost or effort to DeCA (i.e. interface is limited to DeCA personnel). The contractor

shall ensure the Store Produce Manager or authorized designee has the ability to submit a single order to the contractor's order processing center through the web-based ordering system. The contractor's order processing center will provide the Store Produce Manager with features that aid in planning and increasing productivity in addition to providing produce commodity updates designed to keep the Store Produce Manager up-to-date on special buys and industry news.

5. **CUSTOMER SERVICE OFFICE:** The contractor will provide a dedicated customer service office committed to resolving all questions or concerns as well as maintaining quality assurance programs at the following levels: ordering, purchasing, origin loading, transportation, distribution center receiving, and distribution center loading. The operating hours and response times as accepted by the Government will be incorporated in the resulting contract at time of contract award. The contractor will provide each commissary location and the contracting office with the customer service point of contact information (i.e. point of contacts, phone numbers, and operating hours) prior to commencement of performance. The contractor shall also notify the commissary and contracting office of any changes to this point of contact information during contract performance.

6. **ORDERING INFORMATION:**

(a) The lead-time from order placement of all product (to include organics specialty items) to the store product receipt at the store level for CONUS locations (Continental USA) will not exceed 48 hours for every delivery. Orders must be received by 8am CST. Any exceptions to this 48-hour rule shall require the approval of the Region Produce Specialist, on a location-by location basis. Orders will be placed against this contract during the contract performance period by authorized ordering officials who will place delivery orders via the contractor's website (available 24 hours a day; 7 days a week, unless otherwise specified), orally by telephone, or by facsimile. The preferred method of ordering is via the contractor's web ordering system. Ten (10) calendar days prior to contract start-up, the contractor shall provide a minimum of three (3) unique log-ins and passwords to authorized ordering officer (by position) who are located at each commissary location listed under the resultant contract. The contractor is expected to comply with requests to provide additional log-ins and passwords for DeCA personnel at all commissary store locations. The contractor shall also provide the Contracting Officer with a unique log-in and password that may be used to monitor pricing during performance. The authorized ordering officers (by position) to place calls/delivery orders for each designated commissary under this contract are as follows: Store Director, Deputy Store Director, Store Manager, Produce Manager, Produce Lead Worker, or as otherwise designated by the contracting officer.

(b) The contractor shall not substitute product, shall not ship products that are centrally managed and subject to category review, or back-order a product.

(c) The Government's list of core items include the FF&V products that the contractor shall ensure are always available for delivery, if ordered. This "never-out" list of core items must be available 100% of the time they are in season. The FF&V contractor shall ensure that core items marked as "seasonal" are available for delivery 100% of the time they are in season, as designated in the schedule of supplies, Attachment E. All seasonal non-core items must be available for delivery 100% of the time.

7. **SHORTAGES:** The contractor shall deliver all quantities ordered in accordance with paragraphs 6(b) and 6(c) above. The contractor shall not short-ship items or quantities that have been ordered by the stores. The contractor is responsible for ensuring the delivery of all quantities ordered. If the contractor is unable to completely fill an order from their existing inventory, the contractor shall use an alternate source of supply to completely fill the order. The contractor is responsible for maintaining a sufficient number of alternate sources to serve as back-up suppliers by filling the order, and/or providing same day deliveries to each commissary location listed under the resultant contract. The contractor may contact the store for a recommended local source. Payment of the invoice from the alternate source of supply shall be the sole responsibility of the contractor. Any additional costs (i.e., difference in price between the current week's pricing and the alternate source of supply) shall be borne by the contractor. Failure to fulfill order

requirements will be documented and filed, and evaluated as part of the contractor's past performance record.

- 8. EMERGENCY/OUT-OF-CYCLE ORDERS:** No more than once a month, commissary ordering personnel may need to place an emergency order or an out-of-cycle orders for products that are urgently needed at which time the contractor may not be given the benefit of the full order lead time, i.e. 48 hours. The contractor is expected to accept emergency or out-of-cycle orders and absorb transportation costs not more than once a month. If commissary ordering personnel place emergency orders and/or out-of-cycle more than once a month the government will pay the contractor's transportation costs. Emergency and out of cycle orders may require an additional delivery that may require commissary personnel to issue the contractor a new call order number. If out-of-cycle or emergency orders are USDA inspected as a normal course of business, then they are not exempt from the USDA inspection requirement of the Technical Data Sheet (TDS). However, out-of-cycle or emergency orders are exempt from the USDA inspection requirement if they are not inspected as a normal course of business.
- 9. TIMEFRAMES FOR CHANGES TO ORDERS ALREADY PLACED:** The contractor is expected to accept changes to orders already placed provided the change is made within a designated timeframe prior to shipment. The contractor will determine the window of time that equates to "prior to shipment", and will provide it to the Contracting Officer where it will be incorporated in this paragraph at the time of contract award. The contractor may accept or deny changes to orders already placed outside of the designated timeframes, regardless if the changes are submitted prior to shipment. The cut-off time is 10 am CST on date order was placed.
- 10. ADDITIONS TO ORDERS ALREADY PLACED:** In those instances where commissary personnel determine additional items or quantities are needed to an order already placed, the contractor is expected to provide the additional quantities at the same price the items were originally ordered if the additional quantities are on-hand and it is within the designated cutoff time frame. If the contractor does not have the additional items or quantities on-hand and must procure it from an alternate source, and the contractor bears any additional costs that will be passed to the commissary, the contractor must notify the commissary ordering personnel of the additional price, and the commissary ordering personnel must relay to the contractor their need for those additional items/quantities.
- 11. DELETIONS TO ORDERS ALREADY PLACED:** In those instances where commissary personnel determine an entire order, items or quantities should be deleted from an order already placed, the contractor is expected to delete the entire order, or the item, or quantities without question providing commissary personnel notify the contractor within the timeframe established in accordance with paragraph 9 above.
- 12. SAME DAY REPLACEMENTS:** The contractor is responsible for maintaining a sufficient number of alternate sources of supply to ensure same-day replacements are available to replace non-conforming products, if required. If the produce manager or his authorized designee determines same-day replacements are required to replace non-conforming products, the contractor is required to initiate same-day replacements utilizing their alternate sources of supply.
- 13. WEEKLY PRICE UPDATES and ORDERING GUIDES:**

 - (a) WEEKLY PRICE UPDATES:** Unless the contracting officer has approved an alternate pricing method, single pricing for all commissary stores within a group will apply to each line item, (i.e., oranges delivered to Sheppard AFB @ \$.89 per pound must also be delivered to Ellsworth AFB @ \$.89 per pound). Pricing for each line item in this contract shall be priced utilizing the contractor's web-based system. Prices shall be firm-fixed and inclusive of all costs, overhead, and profit. All items available for ordering must be priced. Items shall not contain zeros or blank prices. If items are not available for ordering that week, the item will not be listed. Pricing in the contractor's web-based ordering system must match the prices submitted on the delivery ticket invoice. The contractor shall ensure the unit price (case price divided by number per case) is always rounded up two decimal places i.e., applying the zero mil rule. The contractor shall also ensure the "suggested retail price" is rounded up, using the zero mil rule, after

applying the 7% markup. The contractor is responsible for entering price changes into their online ordering system no later than Midnight EDT/EST on each Wednesday to be effective the following Monday through Sunday. The contractor shall correct pricing errors made prior to the deadline noted above. If the contractor is able to offer the stores with special prices, spot buys, discounted prices after Midnight EDT/EST on each Wednesday, the contractor shall notify the stores in writing by transmitting the special prices either by email, or by telefax. The Government will monitor online pricing. Errors in online pricing will be documented, and filed and evaluated as part of the Contractor's past performance record. Errors, determined by the Contracting Officer to have been entered fraudulently shall be cause for termination of the contract. Frequent pricing errors may lead to further measures as prescribed by the contract terms and conditions that may result in termination of the contract and affect future contract awards.

(b) ORDERING GUIDES: The contractor shall prepare a weekly ordering guide and electronically transmit it to the, the contracting office and the Category Manager no later than Midnight EDT/EST on each Wednesday to be effective the following Monday through Sunday. All items available listed in the ordering guides must be priced. Items shall not contain zero or blank prices. If items are not available for ordering that week, the item will not be listed in the ordering guide. Prices listed in the contractor's ordering guides must match the prices submitted to the stores and the delivery ticket invoice. If the contractor is able to offer the stores with special prices, spot buys, discounted prices after Midnight EDT/EST on each Wednesday, the contractor shall provide the same notification that was provided to the stores by transmitting the special prices either by email to the contracting office and the Category Manager. The contractor shall provide each Store Produce Manager, Category Manager, and Contracting personnel with an automated electronic weekly order guide. This order guide shall be organized into categories and have a logical layout. The order guide will contain information such as Case Price, Unit of Measure, Unit Price and Suggested Selling Price (base on a DeCA-assigned markup). The order guide will also contain a list of weekly specials. DeCA anticipates standardizing its PLUs in all produce departments at which time DeCA HQ will provide the PLUs to the contractor. The contractor will be required to immediately publish the PLU's and UPC's in the weekly order guide/catalog.

- 14. DISTRIBUTION AND TRANSPORTATION:** The contractor will provide timely deliveries (in accordance with Addendum for FAR 52.212-4, paragraph 17, Delivery Schedule) in temperature-controlled trucks to each commissary. Distribution is a key factor in a successful FF&V program. A successful distribution system relies on two main factors, a large volume of product movement and a sufficient number of well-located distribution centers. When these two factors are present, customers will receive the freshest product available. Each consolidation and/or distribution center utilized by the contractor in performance of the resulting contract shall have multiple temperature-controlled areas in order to meet in different recommended temperature requirements for the various products in order to maintain shelf life and ensure the FF&V received at each location is of the freshest and highest quality.
- 15. DISTRIBUTION METHOD:** The distribution method for shipments under the resultant contract will be Direct Store Delivery – Single Order (DSDS). Each commissary location shall determine the order quantities and place the order directly with the contractor. The product is delivered directly to the commissary store. Orders for CONUS locations will be placed 24 hours prior to its delivery. Billing for this method of delivery is on a per call and delivery basis **(one delivery ticket/invoice per day)**.

16. DELIVERY REQUIREMENTS:

(a) The contractor is required to provide direct deliveries to 33 CONUS locations. Remote store locations, as defined by the Category Manager, shall have priority for delivery of all products – due to their less frequent schedule of deliveries.

(b) Delivery of FF&V products will be made in the manner prescribed within DeCA's Technical Data Sheet, dated June 2013 (Attachment A). The contractor is responsible for proper product storage, segregation, and delivery of product in excellent condition. All deliveries must be palletized and shrink-wrapped, and must comply with all USDA standards applicable to the products being provided. Chill sensitive items will be covered in accordance with standard commercial practices to ensure their protection at all times during shipment. Top corners of each palletized load should be reinforced to prevent damage to the cases or product packaging. Load damage should be minimized to the greatest extent possible. Heavier pallets should not be stacked on lighter pallets to prevent case or product packaging damage.

(c) The contractor will not be permitted to double-stack, stack wet product on top of dry product, or deliver product stacked higher than 78", except bins are allowed to be double stacked provided the commissary location has the proper Material Handling Equipment (MHE). If a load is higher than 78", it will be responsibility of the contractor to breakdown the stack to manageable stacks of not taller than 60" before DeCA takes possession of the product.

17. DELIVERY SCHEDULE:

(a) The contractor shall provide on-time delivery of fresh fruits and vegetables (FF&V) and potted plants in accordance with the Delivery Schedule at Attachment B for Area 2. Any changes to the delivery schedule must be coordinated with all parties concerned and is not considered official until a contract modification is executed by the Contracting Officer. The contractor shall deliver on the required delivery days as specified in the schedule and within the required timeframe for receiving produce at each commissary. The commissary store shall coordinate any unscheduled closing (i.e. inclement weather) with the contractor for alternate delivery arrangements. For the most up-to-date store information (i.e. phone numbers, directions), see Locations on DeCA's website: <http://www.commissaries.com>. The contractor will ensure consistent delivery service is provided to each location during holidays and weekends, as required by the delivery schedule.

(b) The contractor is responsible for delivering products and/or communicating information related to the deliveries directly to the stores. Deliveries other than as specified in the delivery schedule, without a valid change, are considered late. The contractor shall be responsible for notifying the designated point-of-contact at the store location of any late deliveries, in advance. Late deliveries or failure to deliver the proper quantities will be documented with the contractor's past performance history, and could impact the decision to exercise the options or future awards. Changes to the delivery schedule must be coordinated with commissary management, and forwarded to the contracting officer for coordination with the contractor utilizing the formal contract modification process. The designated Region Produce Specialist will be the principle party for resolution of all delivery-related issues. The Contracting Officer will be notified if the contractor, commissary management, and Region Produce Specialist cannot resolve any issues.

(c) All orders shall be delivered in accordance with the established delivery schedule, except on the Federal Holidays where all stores are closed as outlined below. When a scheduled delivery day falls on one of the three holidays that the commissary is closed, delivery will occur on the next business day. Saturday holidays are celebrated on the preceding Friday and Sunday holidays are celebrated on the following Monday. Some store locations may require delivery of FF&V product on the regularly scheduled day that falls on one of the other federal holidays or the Store Director or designee may reschedule FF&V product delivery for a different day other than the regularly scheduled delivery day due to reduced store personnel. The contractor shall coordinate delivery with the Store Produce Manager in advance of the holidays listed where the store may or may not be closed.

Observed Holidays:

New Year's Day -- CLOSED
Martin Luther King Day
President's Day
Memorial Day
4th of July
Labor Day
Columbus Day
Veterans Day
Thanksgiving Day -- CLOSED
Christmas Day -- CLOSED

(d) Under unusual circumstances for operational or mission requirements, the delivery schedule and/or order quantities may fluctuate due to conditions such as personnel shortages, renovation of stores, closing of existing stores, military downsizing, base realignment, or increases/decreases in personnel during crisis situations or deployment.

18. INSPECTION/ACCEPTANCE:

(a) Nonconforming supplies are supplies that are defective in appearance (i.e. sales appeal) or workmanship or are otherwise not in conformity with quality standards or contract requirements (i.e. ordered quantities).

(b) If a credit is issued for non-conforming product, the contractor shall deduct the agreed upon amount from the delivery ticket 24 hours following the time the government requested the credit. If a credit amount is in dispute, it must be resolved as outlined in the disputes clause of the contract before the credit can be taken.

All commissaries in Texas and New Mexico, excluding Sheppard AFB and Kirtland AFB that are above 5% credit each month will only have the option of a two hour window to request credit while the driver is on site and/or if the merchandiser is present beyond the two hour window to review and wrap returns for return delivery. No driver will be retained beyond two hours. The two hour window commences once product is unloaded.

(c) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior to rejection makes re-inspection or re-test necessary.

(d) For non-conforming products, the commissary has 24 hours to call the contractor's customer service office to request that the product be picked up OR request a credit/price adjustment. The contractor's customer service representative will evaluate each request and arrange for the product to be picked up or issue a case price reduction.

All non-conformances must be documented. The commissary will complete a DeCA Produce Inspection Worksheet (s), that documents the non-conformance. The commissary must indicate the disposition of the non-conforming product by indicating that the product will be picked up on the next delivery day or the amount of credit expected to be received on the next delivery day invoice. The commissary will provide a copy of the DeCA Produce Inspection Worksheet (s), to the Quality Assurance Specialist who will forward it to the contracting officer for documentation of performance in the contract file.

If the decision is made to pickup the product, the contractor's customer service representative will prepare a product return form that will be given to the driver for the next delivery. At time of pickup both the contractor's driver and a DeCA representative will sign the product return form verifying that the product was loaded back on the contractor's truck.

If a credit is issued for non-conforming product, the contractor shall deduct the agreed upon amount from the delivery ticket 24 hours following the time the government requested the credit. If a credit amount is in dispute, it must be resolved as outlined in the disputes clause of the contract before the credit can be taken.

19. PAYMENT INFORMATION: The Defense Finance Accounting Service (DFAS) Center located in Columbus, Ohio is the agency responsible for making payments to the contractor under the resultant contract. Payment is made based on the price in effect at the time of receipt at the commissary store. Billing is on a per order and shipment basis (by each store location). Payment will be made on a per order/shipment basis (one consolidated invoice per day, per store location). The FF&V products under this contract qualify for the Prompt Payment terms of Net 10 days. Additionally, contractors are encouraged to participate in Delivery Ticket Invoicing (DTI) to expedite payment. DTI is a method of billing where the contractor's itemized delivery ticket accompanies each delivery, and serves as the contractor's invoice. The contractor is not required to submit a hard copy invoice to DFAS for payment using DTI procedures.

20. PERIODIC SURVEILLANCE REQUIREMENTS:

(a) The guaranteed minimum percentage of patron savings is the average amount the contractor will save the commissary patron on all core items over the selling price of the same or similar items from comparable commercial supermarkets within the local commuting area and/or geographical area within a 20-mile radius of the commissary location (excluding membership clubs and convenience type stores). The contractor is required to maintain the minimum percentage of patron savings on all core items for the base year of contract performance, and for each option period of contract performance, if each option year is exercised. The guaranteed minimum percentage of patron savings of 38% shall be maintained on all core items when comparing the commissary's suggested retail selling price (selling price includes a 7% markup) to the retail selling price in comparable local civilian supermarkets during each weekly price period for the entire group. The guaranteed minimum percentage of patron savings will be monitored using **Market Basket Pricing Surveys**.

The contractor shall make arrangements to conduct the **Market Basket Pricing Surveys** jointly with the Commissary Produce Manager or designated representative. The surveys shall be conducted at least once per month at one commissary location which shall be rotated throughout the group. The survey must contain all the core items that are in season. The survey must include columns for the contractor's catalog price, the commissary's actual selling price, the commissary's suggested selling price and the retail price from at least two commercial supermarkets. The surveys shall be conducted at no cost to the Government. Multiple surveys may be required in the various geographical areas within the group in order to determine the average percentage of savings within the group.

(b) The contractor will provide the results of the Market Basket Surveys, identifying the date when the surveys were conducted, the items surveyed, the comparable store locations checked, and all comparative prices found to the Region Produce Specialist and the Contracting Officer not later than two days from the date of survey. The Government reserves the right to perform an independent survey at any time in order to monitor contractor performance or validate contractor surveys. The contractor may be required to participate jointly in these surveys.

(c) If it is determined that the minimum percentage of patron savings is not maintained on average for all core items for the entire group during a weekly pricing period, or demonstrates a trend of inconsistent failure to achieve the minimum percentage of patron savings, the Contracting Officer may increase the frequency of the contractor-conducted pricing surveys until further notice. USDA index pricing or some other index may be used to verify the contractor's ability to provide the percentage of savings offered against the market basket pricing stated in any resulting contract issued from this solicitation. Failure to achieve or maintain the minimum percentage of patron savings may result in negative input into the contractor past performance history that may affect future contract awards, may be a part of the determination to exercise an option period, and/or may lead to termination of the contract. In addition, the contractor may be required by the Contracting Officer to take other immediate actions to ensure compliance with the savings requirements of the contract.

(d) The Government reserves the right to monitor the pricing structure on all non-core items which shall be competitive with retail pricing at all times throughout the contract period of performance.

(e) Bananas will be removed from the market basket surveys. Using the official market baskets, the average price per the official market basket comparisons will be at least \$.01 below that average price. During extreme market conditions, prices less than \$.01 better than the competitors may be accepted, if documentation is submitted to the Program Manager and Contracting Officer for prior approval.

(f) For Market Basket Surveys, if line items specification changes are required either by the contractor to better meet the items being offered in the commercial market, the Category Manager must be notified, prior to the change. In the event an additional item is identified by the contractor, or if there is a change in the commercial market, the category manager or contracting officer will contact the contractor for further discussion.

21. CORPORATE BUY PROGRAM:

(a) DeCA reserves the right to contract separately for corporate-level programs for an assortment of FF&V products (e.g. pre-packaged bag salads). During the term of this contract, DeCA may coordinate with the primary FF&V contractor on a case-by-case basis to either add or delete items from the contract, in order to facilitate the best possible support to commissary patrons. Any such action that requires a formal change to the contract, as determined by the Contracting Officer, will be incorporated by means of a formal modification at the time of the change.

(b) The contractor shall be responsible for participating in some DeCA mandated region-wide produce programs. The contractor will be responsible for negotiating with DeCA's preferred vendor/broker to deliver products to the commissaries supported under this contract. These programs are developed by DeCA with participation from current produce vendors and industry. The contractor supplying the stores with produce executes the program "as is." The contractor shall be absolved from the percentage of patron savings requirement on these items. The products provided to the commissaries under such a produce program shall be excluded from the market basket survey and percentage of patron savings requirement. These programs may or may not be expanded in the future to include other items.

22. **PRODUCT EXCLUSIONS:** Any item that is available on a grocery contract/agreement shall not be provided by the produce contractor, unless prior written approval is received by the Headquarters Produce Program Manager. These items include, but are not limited to: hummus, jarred products (olives, garlic, grape leaves, fruit, salsa, etc.), candy (bulk, prepackaged), product "wash" items, apple chips, apple cider, (shelf stable), croutons, kimchee, wrappers (wonton and egg roll), tofu, soy products (cheese, meat, etc.) and salad dressings (chilled).

23. **VALUE ADDED:** These items are commonly known as fresh fruits and vegetables that are washed, precut, and packaged for convenience. Value added items are expected to be supplied by the produce contractor unless otherwise excluded as determined by the DeCA HQ Marketing Business Unit.

24. **MERCHANDISING SUPPORT, PROMOTIONAL PLANS, OUTREACH EVENTS:** The contractor shall provide merchandising support and offer promotions at each commissary store under contract as follows:

(a) The contractor shall provide each commissary store in Area 2 with merchandising support. The merchandising support under this contract is designed to enhance the overall produce program and increase customer satisfaction through a well-merchandised produce department. The contractor shall provide periodic merchandising support during promotions, resets, and/or grand opening events demonstrating

show-stopping merchandising techniques and SUPER sale priced items. The contractor shall provide a minimum of 1 visit per week to each commissary.

- (b) Upon the beginning of contract performance, it is the goal of the Contractor to provide the following merchandising support:

<u>Stores</u>	<u>Weekly visit per store</u>	<u>Total Hours Per Week</u>
Altus	2	16
Cannon	2	16
Fort Sill	5	40
Kirtland	5	40
McConnell	5	40
Sheppard AFB	4	32
Tinker AFB	5	40
Vance AFB	2	16
Air Force Academy	4	32
Buckley	5	40
FE Warren	2	16
Fort Carson	5	40
Fort Leavenworth	5	40
Fort Riley	5	40
Offutt	5	40
Peterson	5	40
Ellsworth	4	32
Minot	4	32
Grand Forks	2	16

<u>Stores</u>	<u>Weekly visit per store</u>	<u>Total Hours Per Week</u>
Corpus Christi	2	16
Dyess	2	16
Fort Hood 1	4	32
Fort Hood 2	4	32
Fort Sam Houston	5	40
Kingsville	2	16
Lackland	5	40
Laughlin	2	16
Randolph	5	40
Holloman	2	16
White Sands	2	16
Fort Worth	4	32
Goodfellow	2	16
Fort Bliss	5	40

The contractor's merchandising personnel are expected to build and maintain a professional working relationship with commissary personnel in order to effectively plan and/or build displays, cull product, rotate stock, provide training, etc. The contractor shall provide the stores with point of sale material, recipe cards, pamphlets, coupons, seasonal décor, and/or other material that is often available from produce commissions. The contractor will coordinate with commissary management (Store Director or designee) the details of providing and displaying the store with additional support materials. The contractor shall coordinate promotional events with the Store Director or designee in advance as far as possible but not less than 30 days. At the end of each month, the contractor shall furnish a written summary report (by store location) that provides the results of each event to the Store Director, Region Produce Manager, and the Contracting Officer.

- (c) The contractor is required to submit a written promotional plan concurrently to the Contracting Office, and Category Manager. The plans shall be submitted for this period of performance. Promotional plans generally include demonstrations, sampling events, promotional pricing, cross merchandising and/or tie-in marketing strategies. The written promotional plan shall provide, at a minimum, the following information: contract number, Area, year, month, promotions, duration of the promotion, a list of items that will be promoted, number of demos per month, and provide the 5 top selling categories that attained the largest % in sales growth during the previous year in DeCA. The contractor is required to provide any marketing tools associated with the promotions at no additional cost to the Government.
- (d) The contractor shall support the local military community by participating in special outreach type events that may be sponsored by each installation or base commander. Outreach events are an excellent way to promote the commissary benefit as an integral partner in addressing public health in the military community. Examples of outreach events include: on-site sales at remote locations, newcomer briefs, health expositions, fun runs, National Smoke-Out Day, Operation Warm Heart, and Ride to Recovery. The contractor may be asked to actively participate in special outreach events and assist in promoting the commissary benefit.

25. LIVE POTTED PLANT PROGRAMS: McConnell AFB currently has a primary plant supplier. The remaining stores in Area 2 do not have a primary plant supplier. For the stores that do not have a primary plant supplier, this contract will provide a guaranteed potted plant program that guarantees the sale of the plants and ornamental produce – see paragraph (a) below. For the stores that have a primary plant supplier, the contractor may deliver potted plants and ornamental produce on a drop-ship basis only – see paragraph (b) below.

(a) GUARANTEED SALE POTTED PLANT PROGRAM: The contractor shall provide potted plants and ornamental produce under a guaranteed sale potted plant program to the 32 stores under this contract. The contractor guarantees that the potted plants and ornamental produce ordered and received by the government under the this contract will be sold through the front-end register. The contractor guarantees credit will be issued for any plant and/or ornamental produce product ordered and received by the government that do not sell through the front-end register. Each commissary will provide adequate display space and fixtures to support the guaranteed sale plant program. The contractor is encouraged to feature its guaranteed sale plant program during special events such as Farmers Markets, Truckload Sales and/or Road Show events at those store locations that do not have a primary plant supplier. Additional store locations in Area 2 may be moved from drop-ship to the guaranteed sale potted plant program during the contract performance period utilizing the modification process.

(i) PLANT SUPPORT and LABELING: The contractor will provide the store locations with merchandising visits 3 days a week to care for the plant products. With minimal assistance from the government, the contract's representative will maintain and merchandise the plants to ensure they remain attractive for resale to commissary shopper. The contractors will provide any supplies required for maintaining and merchandising the products to include price stickers and promotional signs. The contractor shall label each product with a sticker that contains a description, the price, and a Universal Produce Code (UPC). The contract will assign UPC's to products based upon a price point system rather than assigning codes based upon plant type and/or variety. The Government shall be responsible for updating its pricing system as price changes may occur.

(ii) PRE-ORDERS and DELIVERIES: Pre-orders for the products must be in full case quantities. The contractor will provide a pre-order form and plant order guide to the produce manager or authorized ordering official by 12:00pm Wednesday of each week. The produce manager or authorized ordering official will complete the pre-order form and return it to the contractor not later the 12:00pm. (noon) every Tuesday. Both the government ordering official and the contractor's representative shall sign the pre-order designating approval by both parties. In lieu of assigning a separate call order number to the pre-ordered plants, the contractors will ensure the pre-order for plants coincides with a produce call order that already exists with the contractor's web ordering system. Potted plants or ornamental produce will be delivered to the store once a week and will accompany one of produce deliveries in accordance the required contract

delivery schedule. Further, the contractor must use the same (one) call order number to invoice potted plants and produce. The contractor may recommend order quantities to government ordering officials.

- (iii) **MARKDOWN and CREDITS:** The contractor's representative and the produce manager will jointly apply markdown price to plants that need to be reduced for quick-sale. The contractor's representative and produce manager will both sign an official credit document that is to be turned in to the contractor each Tuesday along with next week's plant order. The contractor will issue weekly credits that will be applied to the next delivery ticket invoice. The contractor shall pick up plants that do not sell and will ensure proper disposal by removing them from the commissary store.
- (b) **DROP-SHIP PROGRAM:** For McConnell AFB commissary that has a primary plant supplier, the contractor shall drop-ship live, fresh potted plants and/or ornamental produce to those store locations only in the event the primary supplier is unable to support a particular type of product or special events such as Holiday, Seasonal, Farmers Market, Truckload Sales or Road Show events. All drop-shipments shall be in accordance with the contract delivery schedule. The contractor shall not impose a minimum shipment requirement for drop-ship orders.

26. **SPECIAL BUYS:** Special buys allow the contractor to offer any fresh fruits or vegetables products at a special reduced price, for a limited time or at a one-time reduced price. These specials may be offered at any time during the period of performance. The contractor will contact the designated Region Produce representative to relay the details of the offer, such as product(s), duration of the offer, response date required, etc. The designated Region Produce representative will respond to the offer within the specified response date as to whether the Government will take advantage of the offer. After a decision has been made, the contractor will take the appropriate action to add the approved products to their database. The Government is under no obligation to accept any offers for special buys. In addition, the contractor may offer any other limited time or one-time reduced prices, provided such events are coordinated with the Store Director or designee.
27. **LOCALLY GROWN PRODUCE/DVD DELIVERIES:** Contractors are expected to provide locally grown produce to the maximum extent possible especially items such as watermelon, cantaloupes, peaches, nectarines, tomatoes, etc. Prices should be competitive with the local supermarkets or farmers markets. The contractor is to provide local signage for these products to include the locality of the produce, telling the story from field to plate. Each store has a unique produce assortment; therefore, not all products will be ordered by every location. The contractor must keep in mind the regional area when "local" is defined and those items are procured. Local Direct Vendor Deliveries on such items will enhance the incredible, "Quality, Price and SAVINGS" for our commissary patrons.
28. **BRAND NAME PURCHASES:** Occasionally, commissary stores may special order specific brand name fruits and vegetables. For the purpose of this contract, brand name fruits and vegetables are products that consumers readily identify and relate to by the brand name. Brand name fruits and vegetables are generally available on a national or regional basis. Brand name fruits or vegetables may or may not be part of the contractor's inventory. When the contractor accepts a special order for a brand name purchase, the contractor should canvas and extend the special order to other stores within the same geographical area. When the brand name products are received by the contractor, delivery will be made at one time to the stores that placed orders. The contractor should make every attempt to accept special orders for brand name purchases. Commissary personnel are required to submit special orders for brand name purchases to the contractor 30 days in advance of required deliveries. The contractor may also offer brand name products for a specified period for a promotion or special buy to the commissaries at their discretion.
29. **STATISTICAL REPORTING:** The contractor shall submit a monthly statistical performance report to the Contracting Officer and Category Manager not later than the 10th business day of each month. The report shall provide recap totals for the topics that follow related to the previous month's performance. The report shall also include detailed facts and figures to support the recap totals for each topic:

1. Fill rates

2. Quality credits
3. Merchandising support
4. Logistical support
5. Vendor billing
6. Small Business Support
7. Market Basket Surveys
8. Tonnage and Case Counts
9. On-site representative teaming partner report
10. Comments

30. FORMAL TEAMING ARRANGEMENTS:

(a) A formal teaming arrangement is when the prime contractor will depend on the products, or capital contributions or expertise [in part] of another company (or companies) to successfully complete the terms of the contract. The prime contractor maintains full responsibility for contract performance, regardless of any teaming arrangement between the prime contractor and its subcontractors. If teaming with another company for the purchase and distribution of FF&V, the contractor shall employ a person to be on-site at the teaming partner's warehouse facility for the entire contract performance period(s) to ensure a satisfactory level of contract performance is maintained. Some of the contractor's representative's duties may include but should not be limited to: monitoring inbound and outbound produce deliveries; ensuring the appropriate grade standards are met, ensuring the highest quality, freshest produce is outbound to the stores, resolve complaints, monitor returns, coordinate merchandising support, review and adjust orders, etc. The contractor shall recap the representative's accomplishments in the monthly performance report. The contractor's senior level management personnel shall conduct on-site monthly visits to each store under this contract to personally meet with senior level management store personnel (Produce Manager, Store Director or Zone Manager).

(c) If a change in teaming partners anticipated during contract performance, the Contracting Officer must be notified 45 business days prior to implementing the change. The Contracting Officer must be able to determine that the change in teaming is a benefit to DeCA. If it is determined that performance will be adversely affected, the Contracting Officer may use remedies provided in the contract terms and conditions of the contract. The contractor is prohibited from entering into a teaming arrangement after performance has begun on this contract, without the advance written approval of the Contracting Officer.

31. SAM AND EDA REQUIREMENTS: : The contractor shall keep its registration active and all data current in the System for Award Management (SAM) database and Electronic Document Access (EDA) throughout the duration of this contract. These databases may be accessed via the Internet at <http://www.acquisition.gov> and <https://eda2.nit.disa.mil>.

32. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEMS (CPARS): In accordance with Federal Acquisition Regulation (FAR) 42.1502 (a), Past Performance evaluation shall be prepared at least annually and at the time work under a contract or order is completed for supplies, services, and contingency operations inside and outside of the United States. Effective October 1, 2014, Defense Commissary Agency (DeCA) resale contract actions are not required to be reported to the Federal Procurement Data System (FPDS), which prevents the input and transmission of a contractor evaluation by way of the electronic CPARS. As such, DeCA will implement a new process for assessing contractor past performance. Upon implementation, the solicitation/contract will be amended/modified with further guidance.

33. COUNTRY of ORIGIN LABELING (COOL) PROGRAM: The United States Department of Agriculture (USDA) mandated a program that implemented Country of Origin Labeling (COOL) on March 16, 2009. The updated mandate amended the Agricultural Marketing Act of 1946 (Act), and requires that PACA license holders provide the basic COOL information relating to fresh and frozen produce items to their customers. The USDA offers a number of ways for PACA license holders to meet the basic COOL

requirements in providing the information to their customers, including the information on invoices or other transactions documents, providing the labels to the retailer, or labeling the product directly. In accordance with the USDA mandate for COOL, the contractor is required to provide DeCA with COOL information by either including the information on invoices or other transaction documents, labeling the product directly, or providing a database to provide the information that DeCA would have access to.

ATTACHMENTS: The following attachments are incorporated as part of this solicitation/contract:

Attachment A – DeCA’s Technical Data Sheet (TDS) for Fresh, Fruits and Vegetables (FF&V), dated June 2013

Attachment B – Area 2 FF&V Delivery Schedule (Standalone Document)

Attachment C – Area 2 FF&V Schedule of Supplies/Pricing Spreadsheet (Standalone Document)

Attachment D - Delivery Schedule Compliance Certification (Standalone Document)

Attachment E – Terms and Conditions Compliance Certification (Standalone Document)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001		1	Lot	\$7,029,459.92	\$7,029,459.92 EST

AREA 2 (BASE PERIOD)
 FFP
 FRESH FRUITS AND VEGETABLES (FF&V)
 BASE PERFORMANCE PERIOD: AUGUST 27, 2018 THROUGH DECEMBER 2 2018.

Contractor is to provide Fresh Fruit and Vegetables (FF&V), live potted plants and ornamental produce (fresh Indian Corn; fresh gourds, fresh wreaths and garland or fresh pine roping) for resale to 33 commissary locations in Area 2 of DeCA's West Area. The base period of performance will commence August 27, 2018 through December 2, 2018.

The Guarenteed Minimum Percentage of Patron Savings for all Core Items for Area 2 for the base Performance period is:
 38% -----

 The following 33 store locations are in Area 2 of DeCA's West Area:
 Ellworth AFB, SD; Fort Carson, CO; Buckley AFB, CO; USAF Academy, CO; Peterson AFB, CO; F.E. Warren AFB, WY; Offutt AFB, NE; Fort Leavenworth, KS; Fort Riley, KS; McConnell AFB, KS; Altus AFB, OK; Cannon AFB, NM; Sheppard AFB, TX; Tinker AFB, OK; Vance AFB, OK; Fort Sill, OK; Kirtland AFB, NM; Minot AFB, ND; Grand Forks AFB, ND; Corpus Christi NAS, TX; Dyess AFB, TX; Fort Bliss, TX; Fort Hood I, TX; Fort Hood II, TX; Naval Air Station Ft Worth, TX; Goodfellow AFB, TX; Kingsville NAS, TX; Lackland AFB, TX; Laughlin AFB, TX; Randolph AFB, TX; Fort Sam Houston, TX; Holloman AFB, NM; White Sands, NM.
 FOB: Destination

ESTIMATED
 NET AMT

 \$7,029,459.92 (EST.)

PSC CD: 8915

CLAUSES INCORPORATED BY FULL TEXT

**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.

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
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
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
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2018
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 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
52.222-54	Employment Eligibility Verification	OCT 2015

52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.226-6	Promoting Excess Food Donation to Nonprofit Organizations	MAY 2014
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-17	Interest	MAY 2014
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
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
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
252.201-7000	Contracting Officer's Representative	DEC 1991
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
252.204-7012	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
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
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

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.

52.211-16 VARIATION IN QUANTITY (APR 1984)

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

(b) The permissible variation shall be limited to:

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to each item per delivery, and only with the approval of the Store Director or designee.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (JUL 2018)

(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) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).
 - (ix) 52.222-37, Employment Reports on Veterans (Feb 2016) (38 U.S.C. 4212).
 - (x) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
 - (xi) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).
 - (xii) ____ (A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (22 U.S.C. chapter 78 and E.O. 13627).
____ (B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 E.O. 13627).
 - (xiii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)
 - (xiv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)
 - (xv) 52.222-54, Employment Eligibility Verification (Oct 2015).
 - (xvi) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015) (E.O. 13658).
 - (xvii) 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).
 - (xviii) 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.
 - (xix) 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)

52.216-18 ORDERING. (OCT 1995)

(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 Schedule. Such orders may be issued from August 27, 2018 through December 2, 2018.

(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) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

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 \$50.00, 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 \$75,000 per store;

(2) Any order for a combination of items in excess of \$187,500 per store; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day 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 **7 days following the completion of the period of performance.**

(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)

52.228-4500 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.

52.252-2 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):

<http://farsite.hill.af.mil>

(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 \(DFARS\)](#) (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)

252.216-7006 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. Notice to proceed through December 2, 2018.

(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)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS
(JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

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

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

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

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

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

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

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

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

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

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

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

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

NA

(Contracting Officer: Insert applicable document type(s). Note: If a “Combo” document type is identified but not supportable by the Contractor’s business systems, an “Invoice” (stand-alone) and “Receiving Report” (stand-alone) document type may be used instead.)

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

NA

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

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

Routing Data Table*

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

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

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

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.
NA

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

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

NA

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

ATTACHMENT A - TDS

**ATTACHMENT A
DeCA Technical Data Sheet
For Fresh Fruits and Vegetables (FF&V)
June 2013**

A. GENERAL REQUIREMENTS:

(1) The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this agreement. The contractor shall supply DeCA commissaries with quality products that meet or exceed U.S. Grade No. 1. USDA Quality Standards for Fresh Fruits and Vegetables shall be used as a guide for purchasing product. Standards can be found on the U.S. Department of Agriculture's web-sites <http://www.ams.usda.gov/standards/vegfim.htm> and <http://www.ams.usda.gov/standards/frutmrkt.htm>. **Additional information about the Perishable Agricultural Commodities Act (PACA) may be found at www.ams.usda.gov/fv/paca.htm.**

(2) DELIVERY VEHICLES: The supplies delivered under this contract shall be protected from contamination and deterioration. Proper temperatures shall be maintained for each product. Vehicles shall be maintained in a clean and sanitary condition to prevent contamination of the food and shall be subject to inspection by the Government at all reasonable times. If fresh potted plants and ornamental produce is transported in the produce delivery vehicle, the delivery vehicle shall be maintained in a condition to prevent cross contamination of the produce products, and in a temperature controlled environment that is conducive to all products transported. Supplies submitted for acceptance in vehicles which are not sanitary, where cross contamination may be evident or where a temperature controlled environment is lacking, may be rejected without further inspection. Shrink wrap shall be used to secure items to pallets and provide stabilization.

(3) CODE DATING: Items such as cut mushrooms and other like items that normally have a sell by date will be clearly marked on each package or master container. All products require an "open code sell-by date." The contractor is required to provide a written explanation of the manufacture's code dating system to the Commissary Produce Manager for inspection purposes.

(4) PACKAGED SALAD SHELF LIFE: All packaged salad products must be delivered to the stores as the freshest available with a minimum of 75 percent of their guaranteed shelf life remaining upon receipt at the commissary store. Less than full-days shelf life will be rounded to the next lowest number. For example, if the shelf life of a product is 11 days, the product must have 8 days of shelf life remaining. Commissary store closures, weather related closures or any other scheduled closure would allow for one day additional delivery time the day following the closure, unless otherwise specified. One week prior to the first delivery, the contractor shall submit a complete product list, to include all future additions and/or updates, to each commissary store and to the HQ Defense Commissary Agency, ATTN: MPSP, 1300 E Avenue, Fort Lee, Virginia 23801-1800, that explains the manufacture's shelf life standards.

(5) SANITARILY APPROVED SOURCES: All packaged salad products must originate from an approved source; i.e., the processing plant where the products are processed must be listed on the Army's list of Sanitarily Approved Sources for Military Procurement. All subsistence items shall be from approved sources as defined by the Contracting Officer. Any subcontracting entity existing other than the primary contractors will be identified by name and address of processing facility. The identification on the primary container may consist of either the manufacturing plant name and address or a manufacturing plant code. When the manufacturing plant is identified on the shipping documents accompanying the delivery, the plant shall be identified by complete name and address. DeCA Contractors should use suppliers that are recognized as using Good Manufacturing Practices, GMP, as outlined by the FDA/ USDA.

(6) PRODUCT COMPLIANCE: If any products acquired under this agreement are recalled under the provisions of the Federal Food, Drug, and Cosmetic Act, and regulations, the Contractor shall, at the Government's option, either reimburse the Government, repair or replace the recalled supplies. Additionally, the Contractor shall notify the Contracting Officer immediately when a firm decides to voluntarily recall or withdraw any product from the market place. Replacement or reimbursement shall be accomplished by the Contractor immediately. The costs of replacing or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies shall be paid by the Contractor. The rights and remedies of the Government are in addition to, and do not limit any rights afforded to the Government by any other clause in the agreement.

(7) LABORATORY TESTING: Only Produce Certified Laboratories from the FDA, USDA or State Approved Labs may be used to test product. Testing may be performed to confirm suspected food-borne illnesses, problems

with product shelf life, or customer complaints pertaining to product quality/wholesomeness. All laboratory results will be forwarded to the Contracting Officer and Contractor.

(8) OCONUS SHIPPING REQUIREMENTS:

- (i) Certification requirements for deliveries made to OCONUS commissaries are the responsibility of the Contractor or his distributor. Acceptance of products by the Government for OCONUS sites will be at the port of embarkation.
- (ii) Inspection will be for identity, quantity, and condition, as defined below:
 - a. Identity - A determination that the item delivered conforms to product characteristics, packing, labeling, marking, and unitization, as applicable.
 - b. Quantity - A determination that the net weight volume or count per shipping container, intermediate container, primary container or unit is as specified.
 - c. Condition - A determination that the product's wholesomeness and serviceability are as warranted.

B. QUALITY ASSURANCE PROVISIONS FOR FRESH FRUITS AND VEGETABLES:

(1) Fresh fruits and vegetables shall be transported in vehicles which are equipped to maintain any temperature required for the type of item ordered and which will maximize shelf life upon receipt. Temperature criteria for mixed loads shall be between 34 and 40 degrees F. Produce items shall be protected from temperature extremes and abuses. Products sensitive to ethylene oxide production shall be protected accordingly during transit.

(2) Fresh produce marketed as "organic" shall meet the labeling and handling requirements of the Department of Agriculture in the state of origin and sale.

(3) Fresh mushrooms shall be either bulk packed (no cover or air restriction) or SHALL have a breathable plastic wrap.

(4) Pre-cut fresh fruits and vegetables shall be delivered as fresh as possible, but must have at least 75% of the recommended shelf life remaining at time of delivery, unless otherwise approved by the Contracting Officer. Products shall be delivered between 34 and 40 degrees F. or as recommend by the contractor.

C. NONCONFORMING SUPPLIES:

(1) Commissary personnel maintain the authority to make the final determination regarding inspection and acceptance of products delivered.

(2) Nonconforming supplies are supplies that are defective in appearance or workmanship or are otherwise not in conformity with quality or contract requirements. Nonconforming products will be reported on a DeCA Produce Inspection Report Worksheet. Copies of the Nonconformance will be e-mailed to the appropriate mailboxes at the Region, HQ's and Suppliers. All stores produce inspection reports will be kept and maintained at store level.

(3) The Contracting Officer or Ordering Officer in addition to the rights and remedies outlined in 52.212-4(a) may upon mutual agreement of an equitable price adjustment, accept the non-conforming supplies. Failure to agree upon an equitable price adjustment shall be a dispute and shall be resolved by the Contracting Officer.

(4) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or re-test necessary.

D. PACKAGING, PACKING, LABELING, AND MARKING:

(1) Packaging shall be in accordance with normal retail commercial practices for supermarket chains, unless otherwise specified in the individual item description.

(2) Packing shall be in accordance with acceptable commercial practice. Shipping containers and closure of shipping containers shall be in accordance with either the Uniform Freight Classification or the National Motor Freight Classification, as applicable.

(3) Labeling shall be in accordance with commercial labeling and shall comply with the Federal Food, Drug and Cosmetic Act and associated regulations. Information on Country of Origin Labeling Requirements (COOL) will be provided to each store for proper posting. Labeling for packaged salad products shall be in accordance with current commercial labeling requirements, complying with all applicable federal, state, USDA guidelines, if applicable, and other requirements. No packaged salad product will be accepted without proper labeling.

(4) Each packaged salad bag or container shall include a unique Universal Product Code (UPC) that scans through the commissaries front-end cash register system.

(4) Marking shall be in accordance with commercial practices, provided the following data are included:

Grower's Name
Item Nomenclature
Quantity, Size, Unit or Net Weight (when applicable)
Date Packed (e.g. day/month/year or Julian date)

ATTACHMENT A
DeCA Technical Data Sheet
For Fresh Fruits and Vegetables (FF&V)
June 2013

A. GENERAL REQUIREMENTS:

(1) The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this agreement. The contractor shall supply DeCA commissaries with quality products that meet or exceed U.S. Grade No. 1. USDA Quality Standards for Fresh Fruits and Vegetables shall be used as a guide for purchasing product. Standards can be found on the U.S. Department of Agriculture's web-sites <http://www.ams.usda.gov/standards/vegfm.htm> and <http://www.ams.usda.gov/standards/frutmrkt.htm>. **Additional information about the Perishable Agricultural Commodities Act (PACA) may be found at www.ams/usda.gov/fv/paca.htm.**

(2) **DELIVERY VEHICLES:** The supplies delivered under this contract shall be protected from contamination and deterioration. Proper temperatures shall be maintained for each product. Vehicles shall be maintained in a clean and sanitary condition to prevent contamination of the food and shall be subject to inspection by the Government at all reasonable times. If fresh potted plants and ornamental produce is transported in the produce delivery vehicle, the delivery vehicle shall be maintained in a condition to prevent cross contamination of the produce products, and in a temperature controlled environment that is conducive to all products transported. Supplies submitted for acceptance in vehicles which are not sanitary, where cross contamination may be evident or where a temperature controlled environment is lacking, may be rejected without further inspection. Shrink wrap shall be used to secure items to pallets and provide stabilization.

(3) **CODE DATING:** Items such as cut mushrooms and other like items that normally have a sell by date will be clearly marked on each package or master container. All products require an "open code sell-by date." The contractor is required to provide a written explanation of the manufacture's code dating system to the Commissary Produce Manager for inspection purposes.

(4) **PACKAGED SALAD SHELF LIFE:** All packaged salad products must be delivered to the stores as the freshest available with a minimum of 75 percent of their guaranteed shelf life remaining upon receipt at the commissary store. Less than full-days shelf life will be rounded to the next lowest number. For example, if the shelf life of a product is 11 days, the product must have 8 days of shelf life remaining. Commissary store closures, weather related closures or any other scheduled closure would allow for one day additional delivery time the day following the closure, unless otherwise specified. One week prior to the first delivery, the contractor shall submit a complete product list, to include all future additions and/or updates, to each commissary store and to the HQ Defense Commissary Agency, ATTN: MPSP, 1300 E Avenue, Fort Lee, Virginia 23801-1800, that explains the manufacture's shelf life standards.

(5) **SANITARILY APPROVED SOURCES:** All packaged salad products must originate from an approved source; i.e., the processing plant where the products are processed must be listed on the Army's list of Sanitarily Approved Sources for Military Procurement. All subsistence items shall be from approved sources as defined by the Contracting Officer. Any subcontracting entity existing other than the primary contractors will be identified by name and address of processing facility. The identification on the primary container may consist of either the manufacturing plant name and address or a manufacturing plant code. When the manufacturing plant is identified on the shipping documents accompanying the delivery, the plant shall be identified by complete name and address. DeCA Contractors should use suppliers that are recognized as using Good Manufacturing Practices, GMP, as outlined by the FDA/ USDA.

(6) **PRODUCT COMPLIANCE:** If any products acquired under this agreement are recalled under the provisions of the Federal Food, Drug, and Cosmetic Act, and regulations, the Contractor shall, at the Government's option, either reimburse the Government, repair or replace the recalled supplies. Additionally, the Contractor shall notify the Contracting Officer immediately when a firm decides to voluntarily recall or withdraw any product from the market place. Replacement or reimbursement shall be accomplished by the Contractor immediately. The costs of

replacing or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies shall be paid by the Contractor. The rights and remedies of the Government are in addition to, and do not limit any rights afforded to the Government by any other clause in the agreement.

(7) LABORATORY TESTING: Only Produce Certified Laboratories from the FDA, USDA or State Approved Labs may be used to test product. Testing may be performed to confirm suspected food-borne illnesses, problems with product shelf life, or customer complaints pertaining to product quality/wholesomeness. All laboratory results will be forwarded to the Contracting Officer and Contractor.

(8) OCONUS SHIPPING REQUIREMENTS:

- (i) Certification requirements for deliveries made to OCONUS commissaries are the responsibility of the Contractor or his distributor. Acceptance of products by the Government for OCONUS sites will be at the port of embarkation.
- (ii) Inspection will be for identity, quantity, and condition, as defined below:
 - a. Identity - A determination that the item delivered conforms to product characteristics, packing, labeling, marking, and unitization, as applicable.
 - b. Quantity - A determination that the net weight volume or count per shipping container, intermediate container, primary container or unit is as specified.
 - c. Condition - A determination that the product's wholesomeness and serviceability are as warranted.

B. QUALITY ASSURANCE PROVISIONS FOR FRESH FRUITS AND VEGETABLES:

(1) Fresh fruits and vegetables shall be transported in vehicles which are equipped to maintain any temperature required for the type of item ordered and which will maximize shelf life upon receipt. Temperature criteria for mixed loads shall be between 34 and 40 degrees F. Produce items shall be protected from temperature extremes and abuses. Products sensitive to ethylene oxide production shall be protected accordingly during transit.

(2) Fresh produce marketed as "organic" shall meet the labeling and handling requirements of the Department of Agriculture in the state of origin and sale.

(3) Fresh mushrooms shall be either bulk packed (no cover or air restriction) or SHALL have a breathable plastic wrap.

(4) Pre-cut fresh fruits and vegetables shall be delivered as fresh as possible, but must have at least 75% of the recommended shelf life remaining at time of delivery, unless otherwise approved by the Contracting Officer. Products shall be delivered between 34 and 40 degrees F. or as recommend by the contractor.

C. NONCONFORMING SUPPLIES:

(1) Commissary personnel maintain the authority to make the final determination regarding inspection and acceptance of products delivered.

(2) Nonconforming supplies are supplies that are defective in appearance or workmanship or are otherwise not in conformity with quality or contract requirements. Nonconforming products will be reported on a DeCA Produce Inspection Report Worksheet. Copies of the Nonconformance will be e-mailed to the appropriate mailboxes at the Region, HQ's and Suppliers. All stores produce inspection reports will be kept and maintained at store level.

(3) The Contracting Officer or Ordering Officer in addition to the rights and remedies outlined in 52.212-4(a) may upon mutual agreement of an equitable price adjustment, accept the non-conforming supplies. Failure to agree upon an equitable price adjustment shall be a dispute and shall be resolved by the Contracting Officer.

(4) The Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or re-test necessary.

D. PACKAGING, PACKING, LABELING, AND MARKING:

(1) Packaging shall be in accordance with normal retail commercial practices for supermarket chains, unless otherwise specified in the individual item description.

(2) Packing shall be in accordance with acceptable commercial practice. Shipping containers and closure of shipping containers shall be in accordance with either the Uniform Freight Classification or the National Motor Freight Classification, as applicable.

(3) Labeling shall be in accordance with commercial labeling and shall comply with the Federal Food, Drug and Cosmetic Act and associated regulations. Information on Country of Origin Labeling Requirements (COOL) will be provided to each store for proper posting. Labeling for packaged salad products shall be in accordance with current commercial labeling requirements, complying with all applicable federal, state, USDA guidelines, if applicable, and other requirements. No packaged salad product will be accepted without proper labeling.

(4) Each packaged salad bag or container shall include a unique Universal Product Code (UPC) that scans through the commissaries front-end cash register system.

(4) Marking shall be in accordance with commercial practices, provided the following data are included:

Grower's Name
Item Nomenclature
Quantity, Size, Unit or Net Weight (when applicable)
Date Packed (e.g. day/month/year or Julian date)

ATTACHMENT B
Area 2 FF & V Delivery Schedule

COMMISSARY LOCATION	ADDRESS	PRODUCE DEPT PHONE NUMBER	REQUIRED DELIVERY
1. Buckley AFB, CO HQCMCB	365 North Telluride, Bldg 1 – Stop #75, Aurora, CO 80011	(720) 847-7100 x311	Tues thru Sat 0500-0700
2. Ellsworth AFB, SD HQCMDB	2649 Lemay Blvd, Bldg 3920 Ellsworth AFB, SD 57706	(605) 385-4364	Mon, Wed, Sat 0700-0900
3. F.E. Warren AFB, WY HQCMDE	6205 Missile Drive, Bldg # 720 FE Warren AFB, Cheyenne, WY 82005-2452	(307) 773-3509	Tues, Thurs, Sat 0800 – 1000
4. Fort Carson, CO HQCMCA	Building 1551 1551 Prussman Blvd. Fort Carson, Colorado 80902	(719) 526-2425	Mon thru Sat 0600 – 0800
5. Fort Leavenworth, KS HQCMDR	310 Kansas Avenue Fort Leavenworth, KS 66027	(913) 684-3816	Mon, Wed, Thurs, Fri, Sat 0500 – 0700
6. Fort Riley, KS HQCMCG	2310 Trooper Drive Fort Riley, KS 66442-0520	(785) 239-3597	Mon, Wed, Thurs, Fri 0500 – 0700
7. Cannon AFB, NM HQCMDH	102 W. Octagon Street, Bldg 77A Cannon AFB, NM 88103-5222	(505) 784-4330	Tues, Thurs, Sat 0600 – 0900
8. McConnell AFB, KS HQCMCH	53327 Derby Court, Bldg 313 McConnell AFB, KS 67221-3622	(316) 759-5630	Tues, Wed, Fri, Sat 0700 – 0900
9. Ft Sill, OK HQCMCQ	1719 Macomb Road Fort Sill, OK 73503-7400	(580) 442-3619	Mon, Wed, Thurs, Fri, Sat 0500-0700
10. Offutt AFB, NE HQCMCM	101 Meyer Avenue, Bldg 107 Offutt AFB, NE 68113-2130	(402) 294-6782	Tues thru Sat 0500 – 0700
11. Peterson AFB, CO HQCMCE	250 Vincent Street, Bldg 1435 Peterson AFB, CO 80914-1610	(719) 556-4248	Mon, Tues, Wed, Fri, Sat 0500 – 0700
12. Sheppard AFB, TX HQCMDC	130 Community Center Dr, # 120 Sheppard AFB, TX 76311-3048	(940) 676-2901	Tu, Thurs, Sa 0600 – 0800
13. USAF Academy, CO HQCMCF	5126 Community Center Drive USAF Academy, CO 80840-2750	(719) 333-2505	Tues, Wed, Fri, Sat 0430 – 0630
14. Altus AFB, OK HQCMCP	205 S. 1st Street, Bldg 16 Altus, OK 73523-5100	(580) 481-6439	Tues, Thurs 0830 – 1030 Sat 0600-0800
15. Kirtland AFB, NM HQCMCN	7801 Gibson Blvd SE, Bldg 20180 Albuquerque, NM 87117	(505) 846-9584	Mon, Wed, Fri, Sat 0600 – 0800
16. Tinker AFB, OK HQCMCR	3250 S. Air Depot Blvd, # 690 Tinker AFB, OK 73145	(405) 734-5085	Mon, Wed, Thurs, Fri 0500 – 0700
17. Vance AFB, OK HQCMCS	216 Field Street, # 410 Vance AFB, OK 73705-5702	(580) 213-7749	Tues, Thurs, Sat 0700 – 0900
18. Minot AFB, ND HQCMCL	360 Missile Avenue, Bldg 246 Minot AFB, ND 58705	(701) 723-4559 x215	Mon, Wed, Fri 0700 – 0900
19. Grand Forks AFB, ND HQCMCK	380 Warrior Drive, Bldg 241 Grand Forks AFB, ND 58205	(701) 747-3083 x313	Mon, Wed, Fri 0900 – 1100

ATTACHMENT B
Area 2 FF & V Delivery Schedule

COMMISSARY LOCATION	ADDRESS	PRODUCE DEPT PHONE NUMBER	REQUIRED DELIVERY
1. Corpus Christi NAS, TX HQCMCY	10801 D. Street, Bldg 337 NAS Corpus Christi, TX 78419-5104	(361) 961-3792	Tues, Thurs, Sat 0800 – 1000
2. Dyess AFB, TX HQCMCZ	250 Commissary Road, Bldg 7340 Dyess AFB, TX 79607-1250	(325) 696-4802 x520	Tues, Thurs, Sat 0930 – 1030
3. Ft Bliss, TX HQCMCW	Marshall Road/Haan Road #1717 Ft Bliss, TX 79916-5000	(915) 568-1985 x322	Sun, Mon, Tues, Thurs, Fri, Sat 0600 – 0800
4. Ft Hood I, TX HQCMC2	Bldg 50001 Cedar Creek Road Ft Hood, TX 76544-5050	(254) 287-6648	Tues, Thurs, Fri, Sa 0630 – 0830
5. Ft Hood II, TX HQCMC3	Warrior Way & 10 th Street, #85020 Killeen, TX 76544-5056	(254) 287-1905	Tues, Thurs, Sat 0500 – 0700
6. Ft Sam Houston, TX HQCMDA	2405 Funston Road, Bldg 360 Ft Sam Houston, TX 78234-5006	(210) 221-4678 x230	M, Tu, Thurs, Sa, Su 0600 – 0800
7. NAS Ft Worth, TX HQCMDK	Bldg. 1765 Military Parkway Fort Worth, TX 76127	TBA	M, Tues, Thurs, Sa 0500 – 0600
8. Goodfellow AFB, TX HQCMC1	110 Valiant Street, Bldg 213 Goodfellow AFB, TX 76908-3516	(325) 653-3181	Tues, Thurs, Sa 0600 -0700
9. Holloman AFB, NM HQCMDG	751 New Mexico Avenue, Bldg 787 Holloman AFB, NM 88330-8286	(505) 572-5127 x2005	Tues, Thurs, Sat 0630 – 0830
10. Kingsville NAS, TX HQCMC5	747 Rosendahl, Ste 101, Bldg 4764 Kingsville NAS, TX 78363	(361) 516-6240	Tues, Thurs, Sa
11. Lackland AFB, TX HQCMC6	2250 Foulis St, Bldg 8400, Ste 1 Lackland AFB, TX 78236-1039	(210) 671-2580	Mon, Tues, Thurs, Sat, Sun 0600 – 0800
12. Laughlin AFB, TX HQCMC7	574 5 th Street, Bldg 352 Laughlin AFB, TX 78843-5250	(830) 298-5821	Tues, Thurs, Sat 0800 – 1000
13. Randolph AFB, TX HQCMC8	770 3 rd Street West, Bldg 1075 Randolph AFB, TX 78150	(210) 652-5102	M, Tu, Thurs, Sa, Su 0730-0930
14. White Sands, NM HQCMAC	262 Picatinny, White Sands Missile Range, NM 88002-5518	(505) 678-3336	Tues, Thurs, Sat 0900-1100

ATTACHMENT E -- Pricing Spreadsheet / Schedule of Supplies

Solicitation: HDEC02-18-R-0009

PROGRAM FOR FRESH FRUITS AND VEGETABLES (FF&V)

Offeror: Coast Produce Company				19 STORES -AREA 2							INITIAL PROPOSAL				
Line Item #	DESCRIPTIONS OF ITEMS (High Volume Core Items, in season)	Period of Availability	Grade (Preferred)	Size and Package	Unit of Issue	Item Number	Est. Annual Qty (Group 1)	Delivered Unit Price Per LB/EA	Delivered Case Price Per U/I (i.e. Case)	Extended Amount (Case \$ x Qty)	DeCA Markup (7%) (Unit Price)	Offeror's Adjusted Unit Price (DeCA's Selling Price)	DeCA Markup (7%) (Case Price)	Offeror's Adjusted Case Price (DeCA's Selling Price)	Extended Amount
	FRUITS														
AA	APPLES, FUJI, BULK	ALL YEAR	US Extra Fancy	80-88 CT/40#	CS		4,855	(b) (4)							
AB	APPLES, GALA, BULK	ALL YEAR	US Extra Fancy	80-88 CT/40#	CS		9,768	(b) (4)							
AC	APPLES, GRANNY SMITH, BULK	ALL YEAR	US Extra Fancy	80-88 CT/40#	CS		6,641	(b) (4)							
AD	APPLES, RED DELICIOUS	ALL YEAR	US Extra Fancy	56 CT/40#	CS		4,964	(b) (4)							
AE	APPLES, RED DELICIOUS BULK	ALL YEAR	US Extra Fancy	80-88 CT /40#	CS		10,303	(b) (4)							
AF	BANANAS, YELLOW	ALL YEAR	Color Code #3 and # 4 only	40#	CS		103,469	(b) (4)							
AG	CANTALOUPE	JUN-SEP	US No 1	12 CT	CS		14,210	(b) (4)							
AH	CHERRIES, REGULAR	(Seasonal)	US No 1	11 Row & Larger or by the pound 18-20#	CS		6,696	(b) (4)							
AI	GRAPEFRUIT RED/PINK LARGE BULK	ALL YEAR	US Fancy	32 CT	CS		5,201	(b) (4)							
AJ	GRAPES, RED (SEASONAL)	ALL YEAR	US No 1 - Fancy	18#	CS		29,514	(b) (4)							
AK	GRAPES, WHITE/GREEN (SEAS)	ALL YEAR	Fancy Table/Export	18#	CS		30,700	(b) (4)							
AL	MANGO, REGULAR	ALL YEAR	US No 1	12 CT	CS		7,648	(b) (4)							
AM	ORANGES (SEASONAL)	ALL YEAR	US Extra #1, A size	56-88 CT	CS		17,564	(b) (4)							
AN	PEACHES (SEASONAL)	ALL YEAR	US Extra #1	48- 50 CT/18#	CS		10,517	(b) (4)							
AO	PEARS (SEASONAL)	ALL YEAR	US No 1 - Fancy	40#	CS		5,502	(b) (4)							
AP	STRAWBERRIES	APR-AUG	US No 1	8-1#	CS		63,365	(b) (4)							

ATTACHMENT E -- Pricing Spreadsheet / Schedule of Supplies

Solicitation: HDEC02-18-R-0009

PROGRAM FOR FRESH FRUITS AND VEGETABLES (FF&V)

Offeror: Coast Produce Company					Unit of Issue	19 STORES -AREA 2					INITIAL PROPOSAL				
Line Item #	DESCRIPTIONS OF ITEMS (High Volume Core Items, in season)	Period of Availability	Grade (Preferred)	Size and Package		Item Number	Est. Annual Qty (Group 1)	Delivered Unit Price Per LB/EA	Delivered Case Price Per U/I (i.e. Case)	Extended Amount (Case \$ x Qty)	DeCA Markup (7%) (Unit Price)	Offeror's Adjusted Unit Price (DeCA's Selling Price)	DeCA Markup (7%) (Case Price)	Offeror's Adjusted Case Price (DeCA's Selling Price)	Extended Amount
	VEGETABLES									#VALUE!	#VALUE!				
AQ	BEANS, GREEN	ALL YEAR	US Fancy	28#	CS	3,821	(b) (4)								
AR	BROCCOLI, WHOLE or CROWN	ALL YEAR	US Extra Fancy	20#	CS	17,445	(b) (4)								
6-18C	CABBAGE, GREEN	ALL YEAR	US No 1	40#	CS	10,660	(b) (4)								
AT	CARROTS, 1# BAG	ALL YEAR	US No 1 or bet	48/1#	CS	9,897	(b) (4)								
AU	CARROTS, BABY	ALL YEAR	US No 1	30-1#	CS	23,894	(b) (4)								
AV	CAULIFLOWER	ALL YEAR	US No 1	12 CT, Cello	CS	9,383	(b) (4)								
AW	CELERY, BUNCH	ALL YEAR	US No 1 or bet	24 CT, Cello	CS	7,763	(b) (4)								
AX	CORN, YELLOW	ALL YEAR	US # 1 - Fancy	48 CT	CS	6,977	(b) (4)								
AY	CUCUMBERS, GREEN	ALL YEAR	US Fancy	68 CT	CS	19,039	(b) (4)								
AZ	GREENS, COOKING	ALL YEAR	US No 1	24 CT	CS	7,962	(b) (4)								
BA	LETTUCE, ICEBERG	ALL YEAR	US Fancy	24 CT, Cello	CS	24,299	(b) (4)								
BB	MUSHROOMS, PACKAGED (8OZ)	ALL YEAR	US No 1	12/ 8 OZ	CS	25,429	(b) (4)								
BC	ONIONS, GREEN	ALL YEAR	US No 1	48 CT	CS	12,866	(b) (4)								
BD	ONIONS, YELLOW, 3# BAG	ALL YEAR	US No 1	16 CT/3 #	CS	13,008	(b) (4)								
BE	PEPPERS, GREEN	ALL YEAR	US Fancy	25#	CS	15,667	(b) (4)								
BF	POTATOES, BAKERS, LOOSE	ALL YEAR	US No 1	70 CT/50#	CS	12,286	(b) (4)								
BG	POTATOES, RED	ALL YEAR	US No 1	50#	CS	10,868	(b) (4)								
BH	POTATOES, SWEET	ALL YEAR	US Extra No 1	40#	CS	12,010	(b) (4)								

ATTACHMENT E -- Pricing Spreadsheet / Schedule of Supplies

Solicitation: HDEC02-18-R-0009

PROGRAM FOR FRESH FRUITS AND VEGETABLES (FF&V)

Offeror: Coast Produce Company					Unit of Issue	19 STORES -AREA 2					INITIAL PROPOSAL			
Line Item #	DESCRIPTIONS OF ITEMS (High Volume Core Items, in season)	Period of Availability	Grade (Preferred)	Size and Package		Item Number	Est. Annual Qty (Group 1)	Delivered Unit Price Per LB/EA	Delivered Case Price Per U/I (i.e. Case)	Extended Amount (Case \$ x Qty)	DeCA Markup (7%) (Unit Price)	Offeror's Adjusted Unit Price (DeCA's Selling Price)	DeCA Markup (7%) (Case Price)	Offeror's Adjusted Case Price (DeCA's Selling Price)
BI	SQUASH, ITALIAN (ZUCCHIN	ALL YEAR	US No 1 - Fanc	25#	CS	10,113	(b) (4)							
BJ	SQUASH, YELLOW	May-Sep	US No 1 - Fanc	25#	CS	7,406	(b) (4)							
BK	TOMATOES, BULK	(Jul-Sep)	US No 1	20# 4x5	CS	12,351	(b) (4)							
BL	TOMATOES, GRAPE	ALL YEAR	US No 1	12/1 Pint	CS	19,827	(b) (4)							
BM	TOMATOES, ON THE VINE	ALL YEAR	US No 1	11#	CS	28,199	(b) (4)							
BN	TOMATOES, ROMA	ALL YEAR	US No 1	25#	CS	12,159	(b) (4)							
ESTIMATED ANNUAL TOTAL:														(b) (4)

ATTACHMENT C -- Pricing Spreadsheet / Schedule of Supplies

Solicitation: HDEC02-18-R-0009

PROGRAM FOR FRESH FRUITS AND VEGETABLES (FF&V)

Offeror: Coast Produce Company				14 STORES - AREA 2 -										INITIAL PROPOSAL	
Line Item #	DESCRIPTIONS OF ITEMS (High Volume Core Items, in season)	Period of Availability	Grade (Preferred)	Size and Package	Unit of Issue	Item Number	Est. Annual Qty (Group 2)	Delivered Unit Price Per LB/EA	Delivered Case Price Per U/I (i.e. Case)	Extended Amount (Case \$ x Qty)	DeCA Markup (7%) (Unit Price)	Offeror's Adjusted Unit Price (DeCA's Selling Price)	DeCA Markup (7%) (Case Price)	Offeror's Adjusted Case Price (DeCA's Selling Price)	Extended Amount
FRUITS															
AA	APPLES, FUJI, BULK	ALL YEAR	US Extra Fancy	72-88 CT/40#	CS		5,751	(b) (4)							
AB	APPLES, GALA, BULK	ALL YEAR	US Extra Fancy	72-88 CT/40#	CS		7,035	(b) (4)							
AC	APPLES, GRANNY SMITH, BULK	ALL YEAR	US Extra Fancy	72-88 CT/40#	CS		4,894	(b) (4)							
AD	APPLES, RED DELICIOUS	ALL YEAR	US Extra Fancy	72-88 CT/40#	CS		3,374	(b) (4)							
AE	APPLES, RED DELICIOUS BULK	ALL YEAR	US Extra Fancy	100-113 CT/40#	CS		1,055	(b) (4)							
AF	BANANAS, YELLOW	ALL YEAR	#3 and # 4 only	40 #	CS		58,021	(b) (4)							
AG	CANTALOUPE	JUN-SEP	US No 1	12 CT	CS		19,404	(b) (4)							
AH	CHERRIES, REGULAR	(Seasonal)	US No 1	11 Row & Larger or by the pound 18-20#	CS		3,387	(b) (4)							
AI	GRAPEFRUIT RED/PINK LARGE BULK	ALL YEAR	US Fancy	32 CT	CS		2,089	(b) (4)							
AJ	GRAPES, RED (SEASONAL)	ALL YEAR	US No 1 - Fancy	18#	CS		29,435	(b) (4)							
AK	GRAPES, WHITE/GREEN (SEAS)	ALL YEAR	Fancy Table/Export	18#	CS		29,857	(b) (4)							
AL	MANGO, REGULAR	ALL YEAR	US No 1	12 CT	CS		459	(b) (4)							
AM	ORANGES (SEASONAL)	ALL YEAR	US Extra #1, A size	56-88 CT	CS		21,607	(b) (4)							
AN	PEACHES (SEASONAL)	ALL YEAR	US Extra #1	16#	CS		8,869	(b) (4)							
AO	PEARS (SEASONAL)	ALL YEAR	US No 1 - Fancy	46#	CS		6,870	(b) (4)							
AP	STRAWBERRIES	APR-AUG	US No 1	8-1#	CS		47,900	(b) (4)							

ATTACHMENT C -- Pricing Spreadsheet / Schedule of Supplies

Solicitation: HDEC02-18-R-0009

PROGRAM FOR FRESH FRUITS AND VEGETABLES (FF&V)

Offeror: Coast Produce Company					Unit of Issue	14 STORES - AREA 2 -							INITIAL PROPOSAL	
Line Item #	DESCRIPTIONS OF ITEMS (High Volume Core Items, in season)	Period of Availability	Grade (Preferred)	Size and Package		Item Number	Est. Annual Qty (Group 2)	Delivered Unit Price Per LB/EA	Delivered Case Price Per U/I (i.e. Case)	Extended Amount (Case \$ x Qty)	DeCA Markup (7%) (Unit Price)	Offeror's Adjusted Unit Price (DeCA's Selling Price)	DeCA Markup (7%) (Case Price)	Offeror's Adjusted Case Price (DeCA's Selling Price)
VEGETABLES														
AQ	BEANS, GREEN	ALL YEAR	US Fancy	24#	CS	(b) (4)								
AR	BROCCOLI, WHOLE or CROWN	ALL YEAR	US Extra Fancy	20#	CS	(b) (4)								
AS	CABBAGE, GREEN	ALL YEAR	US No 1	16-18 CT/45#	CS	(b) (4)								
AT	CARROTS, 1# BAG	ALL YEAR	US No 1 or better	48/1#	CS	(b) (4)								
AU	CARROTS, BABY	ALL YEAR	US No 1	30-1#	CS	(b) (4)								
AV	CAULIFLOWER	ALL YEAR	US No 1	12 CT, Cello	CS	(b) (4)								
AW	CELERY, BUNCH	ALL YEAR	US No 1 or better	24 CT Cello	CS	(b) (4)								
AX	CORN, YELLOW	ALL YEAR	US # 1 - Fancy	48 CT	CS	(b) (4)								
AY	CUCUMBERS, GREEN	ALL YEAR	US Fancy	45#	CS	(b) (4)								
AZ	GREENS, COOKING	ALL YEAR	US No 1	12 CT	CS	(b) (4)								
BA	LETTUCE, ICEBERG	ALL YEAR	US Fancy	24 CT, Cello	CS	(b) (4)								
BB	MUSHROOMS, PACKAGED (8OZ)	ALL YEAR	US No 1	12-8 oz	CS	(b) (4)								
BC	ONIONS, GREEN	ALL YEAR	US No 1	48 CT	CS	(b) (4)								
BD	ONIONS, YELLOW, 3# BAG	ALL YEAR	US No 1	16/3#	CS	(b) (4)								
BE	PEPPERS, GREEN	ALL YEAR	US Fancy	22#	CS	(b) (4)								
BF	POTATOES, BAKERS, LOOSE	ALL YEAR	US No 1	60 CT/50#	CS	(b) (4)								
BG	POTATOES, RED	ALL YEAR	US No 1	50#	CS	(b) (4)								
BH	POTATOES, SWEET	ALL YEAR	US Extra No	40#	CS	(b) (4)								

ATTACHMENT C -- Pricing Spreadsheet / Schedule of Supplies

Solicitation: HDEC02-18-R-0009

PROGRAM FOR FRESH FRUITS AND VEGETABLES (FF&V)

Offeror: Coast Produce Company					14 STORES - AREA 2 -								INITIAL PROPOSAL		
Line Item #	DESCRIPTIONS OF ITEMS (High Volume Core Items, in season)	Period of Availability	Grade (Preferred)	Size and Package	Unit of Issue	Item Number	Est. Annual Qty (Group 2)	Delivered Unit Price Per LB/EA	Delivered Case Price Per U/I (i.e. Case)	Extended Amount (Case \$ x Qty)	DeCA Markup (7%) (Unit Price)	Offeror's Adjusted Unit Price (DeCA's Selling Price)	DeCA Markup (7%) (Case Price)	Offeror's Adjusted Case Price (DeCA's Selling Price)	Extended Amount
BI	SQUASH, ITALIAN (ZUCCHIN	ALL YEAR	US No 1 - Far	20#	CS		8,215	(b) (4)							
BJ	SQUASH, YELLOW	May-Sep	US No 1 - Far	20#	CS		6,777	(b) (4)							
BK	TOMATOES, BULK	(Jul-Sep)	US No 1	20# 5x5	CS		11,866	(b) (4)							
BL	TOMATOES, GRAPE	ALL YEAR	US No 1	12/1 Pint	CS		13,394	(b) (4)							
BM	TOMATOES, ON THE VINE	ALL YEAR	US No 1	11#	CS		21,987	(b) (4)							
BN	TOMATOES, ROMA	ALL YEAR	US No 1	25 #	CS		13,445	(b) (4)							
ESTIMATED ANNUAL TOTAL:										(b) (4)					

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BLUE BOOK SERVICES
Business Report on
Coast Produce Co., Inc., Bay St. Facility.
Information available through 06/15/2018



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(b) (4)

RATING HISTORY

(b) (4)

(b) (4)

PAYMENT/LEGAL FILINGS SUMMARY
PROVIDED BY EXPERIAN

(b) (4)

LEGAL FILINGS: DETAILS
PROVIDED BY EXPERIAN

(b) (4)

FINANCIAL INFORMATION

Please review the following for a complete list of Financial Statement Ratio definitions: [Ratio Definitions](#)

Financial statements are submitted in confidence to be used for rating purposes only. Specific figures are not quoted. The most recent financial statement provided by the company is a Year-End statement dated 06/30/2017. How prepared: Accountant Compilation.

TRADE REPORT SUMMARY

(b) (4)

TRADE REPORT DETAILS

(b) (4)

(b) (4)

**TRADE PAYMENT SUMMARY
PROVIDED BY EXPERIAN**

(b) (4)

**TRADE PAYMENT - NEW/CONTINUOUSLY REPORTED TRADE DETAILS
PROVIDED BY EXPERIAN**

(b) (4)

**TRADE PAYMENT - ADDITIONAL TRADE DETAILS
PROVIDED BY EXPERIAN**

(b) (4)

BUSINESS BACKGROUND

Business Events

(b) (4)

PEOPLE BACKGROUND

(b) (4)

BUSINESS PROFILE

(b) (4)

**BUSINESS FACTS
PROVIDED BY EXPERIAN**

(b) (4)

BRANCHES

(b) (4)

dun & bradstreet

Coast Produce Company

DUNS: 02-847-6232

Business Information Report

(b) (4)

Scores

(b) (4)

(b) (4)

D&B Rating

(b) (4)

D&B Viability Rating

2

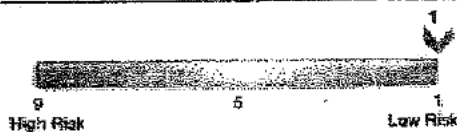
Viability Score



(b) (4)

1

Portfolio Comparison



(b) (4)

B

Data Depth Indicator



(b) (4)

G

Company Profile

Financial Data	Trade Payments	Company Size	Years in Business
Not Available	Available (3+Trade)	Large	Established

(b) (4)

History & Operations

History

(b) (4)

Operations

(b) (4)

SIC & NAICS

(b) (4)

Payments

PAYDEX®

(b) (4)

Payments Summary

Total (Last 24 Months): 41

Company	Industry	Payment Type	Amount	Date
---------	----------	--------------	--------	------

Top Industries

(b) (4)

Total (Last 24 Months): 41

(b) (4)

(b) (4)

Banking and Finance

Statement Update

(b) (4)

10

(b) (4)

Solvency

(b) (4)

Public Filings

Summary

(b) (4)

Judgments

(b) (4)

Liens

(b) (4)

Suits

(b) (4)

UCC Filings

(b) (4)

Government Activity

Summary

(b) (4)

Special Events

(b) (4)

Corporate Linkage

(b) (4)



**Fruit and Vegetable Programs
Search PACA**

<u>License No.</u>	<u>Date Issued</u>	<u>Anniversary Date</u>	<u>Status</u>
19190303	2/6/1961	2/6/2018	Active

Business Name
COAST PRODUCE CO INC

<u>Business Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
1791 E BAY ST	LOS ANGELES	CA	900211655

<u>Web Address</u>	<u>Email</u>	<u>Phone</u>	<u>Fax</u>
		213 955-4900	213 955-4949

<u>Mailing Address</u>	<u>City</u>	<u>State</u>	<u>Zip</u>
1791 E BAY ST	LOS ANGELES	CA	900211655

Reported Principal
(Last Name, First Name)

SHIRAISHI, KIM
DUNN, JOHN K
DUNN, CHERI L
UYENO, RICK K

Trade Names

COAST CONSOLIDATION
OCEAN PACIFIC MARKETING

Branch Name , Branch City , Branch State

COAST PRODUCE COMPANY. NOGALES, AZ

To connect with the PACA National License Center, Apply for a PACA License, or check on the status of a firm's license, please contact us at:

1 (800) 495-7222, then Option #1 or email us at PACALicense@ams.usda.gov

To connect with our Good Delivery Hotline, or if you have any Good Delivery inquiries or contract-related issues, please contact us at:

1 (800) 495-7222, then Option #2

To connect with our PACA Manassas, VA Regional Office about the status of a complaint or to ask a general PACA question, please contact us at:

1 (800) 495-7222, then Option #3 or email us at PACAManassas@ams.usda.gov

To connect with our PACA Fort Worth, TX Regional Office about the status of a complaint or to ask a general PACA question, please contact us at:

1 (800) 495-7222, then Option #4 or email us at PACAFortWorth@ams.usda.gov

To connect with our PACA Tucson, AZ Regional Office about the status of a complaint or to ask a general PACA question, please contact us at:

1 (800) 495-7222, then Option #5 or email us at PACATucson@ams.usda.gov

52.209-7 Information Regarding Responsibility Matters.

As prescribed at 9.104-7(b), insert the following provision:

INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 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 [X] 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 (FAPIIS) 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)

[75 FR 14067, Mar. 23, 2010, as amended at 76 FR 4190, Jan. 24, 2011; 77 FR 188, Jan. 3, 2012; 78 FR 37681, June 21, 2013]

DFARS 52.212-7000 Offeror Representations and Certifications--Commercial Items.
As prescribed in 212.301(f)(ii), use the following provision:

OFFEROR REPRESENTATIONS AND CERTIFICATIONS--COMMERCIAL ITEMS
(JUN 2005)

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

(1) "Foreign person" means any person other than a United States person as defined in Section 16(2) of the Export Administration Act of 1979 (50 U.S.C. App. Sec. 2415).

(2) "United States" means the 50 States, the District of Columbia, outlying areas, and the outer Continental Shelf as defined in 43 U.S.C. 1331.

(3) "United States person" is defined in Section 16(2) of the Export Administration Act of 1979 and means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as determined under regulations of the President.

(b) *Certification.* By submitting this offer, the Offeror, if a foreign person, company or entity, certifies that it—

(1) Does not comply with the Secondary Arab Boycott of Israel; and

(2) Is not taking or knowingly agreeing to take any action, with respect to the Secondary Boycott of Israel by Arab countries, which 50 U.S.C. App. Sec. 2407(a) prohibits a United States person from taking.

(c) *Representation of Extent of Transportation by Sea.* (This representation does not apply to solicitations for the direct purchase of ocean transportation services).

(1) The Offeror shall indicate by checking the appropriate blank in paragraph (c)(2) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term "supplies" is defined in the Transportation of Supplies by Sea clause of this solicitation.

(2)

(2) Representation. The Offeror represents that it—

_____ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

X Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(3) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense Federal Acquisition Regulation Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

252.247–7022 Representation of extent of transportation by sea. As prescribed in 247.574(a), use the following provision: REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992) (a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term supplies is defined in the Transportation of Supplies by Sea clause of this solicitation. (b) Representation. The Offeror represents that it— IIII Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation. IIII Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation. (c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247–7024, Notification of Transportation of Supplies by Sea.

252.247-7022 Representation of extent of transportation by sea.

As prescribed in 247.574(a), use the following provision:

REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA (AUG 1992)

(a) The Offeror shall indicate by checking the appropriate blank in paragraph (b) of this provision whether transportation of supplies by sea is anticipated under the resultant contract. The term *supplies* is defined in the Transportation of Supplies by Sea clause of this solicitation.

(b)**Representation.** The Offeror represents that it -

Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

(c) Any contract resulting from this solicitation will include the Transportation of Supplies by Sea clause. If the Offeror represents that it will not use ocean transportation, the resulting contract will also include the Defense FAR Supplement clause at 252.247-7024, Notification of Transportation of Supplies by Sea.

(End of provision)

[56 FR 67222, Dec. 30, 1991, as amended at 57 FR 42633, Sept. 15, 1992; 72 FR 49206, Aug. 28, 2007]

FAR 52.212-3 Offeror Representations and Certifications - Commercial Items (Jan 2017)

The NAICS Codes you selected on the Goods and Services page of this registration are listed in the table under 52.212-3(c). Those NAICS Codes for which you are identified as small serve to complete the small business concern representation in 52.212-3(c)(1).

You are certifying to your size status for all the NAICS codes in the table. Please review it carefully. The Y/N answers are located in the "Small Business?" column. A "Y" indicates "Small" and "N" indicates "Other than Small." This status is derived from the SBA's size standards based on the size metrics you entered.

An offeror shall complete only paragraph (b) of this provision if the offeror has completed the annual representations and certifications electronically via <http://www.acquisition.gov>. If an offeror has not completed the annual representations and certifications electronically at the System for Award Management (SAM) website, the offeror shall complete only paragraphs (c) through (u) of this provision.

(a) Definitions. As used in this provision-"Commercial and Government Entity (CAGE) code" means--

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

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

"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 for the WOSB Program.

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

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

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

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

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

"Internal confidentiality agreement or statement" means a confidentiality agreement or any other written statement that the contractor requires any of its employees or subcontractors to sign regarding nondisclosure of contractor information, except that it does not include confidentiality agreements arising out of civil litigation or confidentiality agreements that contractor employees or subcontractors sign at the behest of a Federal agency.

"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).

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

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

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

"Predecessor" means an entity that is replaced by a successor and includes any

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

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

"Sensitive technology"-

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

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

(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).

"Service - disabled veteran - owned small business 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.

"Subcontract" means any contract as defined in subpart 2.1 entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

"Subcontractor" means any supplier, distributor, vendor, or firm (including a consultant) that furnishes supplies or services to or for a prime contractor or another subcontractor.

"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.

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

"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 its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

"Women-owned small business concern" means a small business concern-

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

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

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

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

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

[Offeror to identify the applicable paragraphs at (c) through (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 inside the United States or its outlying areas. Check all that apply.

NAICS Code	Name	NAICS Exception	Size Standard	Small Business?
311991	PERISHABLE PREPARED		500	Y
311999	ALL OTHER MISCELLANEOU		500	Y
424480	FRESH FRUIT AND VEGETABLE MERCHANT		500	Y
453110	WHOLESALE FLORISTS		500	Y

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

*Small business concern, Veteran-owned small business concern, Service-disabled veteran-owned small business concern, and Women-owned small business concern size status is calculated based on the Small Business Administration size standard for each NAICS code using the size metrics (e.g. Average Number of Employees and Average Annual Receipts) provided by Coast Produce Company in their SAM registration.

(6)** Women-owned small business (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 in reference to the WOSB concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the WOSB concern or concerns that are participating in the joint venture:] Each WOSB concern participating in the joint venture shall submit a separate signed copy of the WOSB representation.

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

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

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

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

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

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

State Eligible Labor Surplus: Civil Jurisdictions Included:

Surplus Area	Civil Jurisdiction	State
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(10) HUBZone small business concern. The offeror represents, as part of its offer, that-

(i) It [] is, It[X] is not a HUBZone small business concern listed, on the date of this

representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified in accordance with 13 CFR part 126; and

(ii) It [] is, It[X] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (c)(11)(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 joint venture shall submit a separate signed copy of the HUBZone representation.

(d) Representations required to implement provisions of Executive Order 11246- (1) Previous contracts and compliance. The offeror represents that-

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

(ii) It [X] has It [] has not filed all required compliance reports. (2) Affirmative Action Compliance. The offeror represents that-

(i) It [X] has developed and has on file, It [] 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:

(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 FAR52.225-3, 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 Act- 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 as defined in the clause of this solicitation entitled "Buy American-Free Trade Agreements-Israeli Trade Act":

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) of 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:

(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:

(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:

(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:

(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:

(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; and

(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 under 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 tax payer 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 II U. S. C 362 (the Bankruptcy Code).

(i) Certification Regarding Knowledge of Child Labor for Listed End Products (Executive Order 13126). [The Contracting Officer must list in paragraph (i)(1) any end products being acquired under this solicitation that are included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, unless excluded at 22.1503(b).]

(1) Listed end products.

Listed End Products	Listed Country of Origin
Bamboo	Burma
Beans (green, soy, yellow)	Burma
Brazil Nuts/Chestnuts	Bolivia
Bricks	Afghanistan, Burma, China, India, Nepal,
Carpets	Nepal, Pakistan
Cattle	South Sudan

Cassiterite	Democratic Republic of Congo
Coal	Pakistan
Coca (stimulant plant)	Colombia
Cocoa	Cote d'Ivoire, Nigeria
Coffee	Cote d'Ivoire
Coltan	Democratic Republic of Congo
Cotton	Benin, Burkina Faso, China, Tajikistan,
Cottonseed (hybrid)	India
Diamonds	Sierra Leone
Dried Fish	Bangladesh
Electronics	China
Embroidered Textiles (zari)	India, Nepal
Fish	Ghana
Garments	Argentina, India, Thailand, Vietnam
Gold	Burkina Faso, Democratic Republic of Congo
Granite	Nigeria
Gravel (crushed stones)	Nigeria
Pornography	Russia
Rice	Burma, India, Mali
Rubber	Burma
Shrimp	Thailand
Stones	India, Nepal
Sugarcane	Bolivia, Burma
Teak	Burma
Textiles (hand-woven)	Ethiopia
Tilapia (fish)	Ghana
Tobacco	Malawi
Toys	China
Wolframite	Democratic Republic of Congo

(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.

FSC Code	Place Of Manufacture
8915	US

(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 [X]

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, [X] 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 on file.

* 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 as defined in paragraph (a) of this provision.

* 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 e-mail questions concerning sensitive technology to the Department of State at CISADA106@state.gov.

(2) Representation and Certifications. Unless a waiver is granted or an exception applies as provided in paragraph (o)(3)

of this provision, by submission of its offer, the offeror-

(i) Represents, to the best of its knowledge and belief, that the offeror does not

export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government 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 \$3,000 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 DUNS Number in the solicitation.

(1) The Offeror represents that it [] has or [X] 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 (c) and if applicable, paragraph (d) of this provision for each participant in the joint venture.*

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

Immediate owner CAGE code: _____

Immediate owner legal name: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration.

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

Is the immediate owner owned or controlled by another entity? [] Yes [] 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: Offeror asserts international ownership. They must provide the owner's NCAGE Code within 90 days of registration. (Do not use a "doing business as" name)

*Currently, only one Immediate or Highest-Level Owner may be identified by a CAGE Code. If the offeror has more than one (such as a joint venture) at either level of ownership, they must select only one to report.

(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) By a court order issued on October 24, 2016, this paragraph 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).

Alternate I (Jan 2016)

As prescribed in 12.301(b)(2), add the following paragraph (c)(11) to the basic provision:

(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).

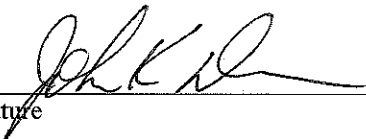
Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).

Individual/concern, other than one of the preceding.

Attachment D
Defense Commissary Agency
Delivery Schedule Compliance Certification

I certify that Coast Produce Company intends to comply with the delivery schedule at Attachment B for Area 2.

Any deviations to the delivery schedule shall be in accordance with Addendum to FAR 52.212-4, Paragraph 8.


Signature

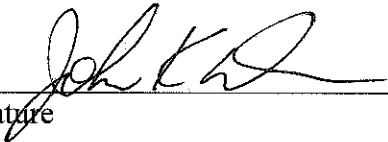
John Dunn
Print Name of Authorized Official

CEO
Title

August 10, 2018
Date

Attachment E
Defense Commissary Agency
Terms and Conditions Compliance Certification

I certify that Coast Produce Company shall comply with the terms and conditions set forth in Addendum to FAR 52.212-4 for Area 2.



Signature

John Dunn

Print Name of Authorized Official

CEO

Title

August 10, 2018

Date



1791 Bay Street
Los Angeles, CA 90021-1655
(213) 955-4900

4.1.1.4. Offeror's Points of Contact. On the offeror's corporate letterhead, provide the following information:

- 1. Name, title, phone number, and email address of all person(s) who are authorized to negotiate, and bind the offeror contractually. This individual(s) will be the only person(s) authorized to request changes to the Contracting Officer under any contract resulting from this solicitation. Any restrictions to this authorization are to be noted.**

Coast Produce Company, Inc
1791 Bay Street
Los Angeles, CA 90021

Tax Identification Number: 95-210088

The following Coast Employees are authorized to negotiate and bind the firm contractually:

John Dunn, Owner
JDunn@coastproduce.com
(213) 703-3906

Rick Uyeno, CFO
RUyeno@coastproduce.com
(213) 955-4900

Mark Morimoto, Executive VP
MMorimoto@coastproduce.com
(213) 598-2281

Signed _____


John Dunn, CEO

- 2. Name, phone numbers, and email address of the person(s) responsible for maintaining the Contractor Performance Assessment Reporting System (CPARS) point of contact within your firm.**

The following Coast Produce Employees are responsible for maintaining Contractor Performance Assessment Reporting System (CPARS):

Rick Uyeno, CFO
RUyeno@coastproduce.com
(213) 955-4900



1791 Bay Street
Los Angeles, CA 90021-1655
(213) 955-4900

Coast Produce Company understands they must comply with the Price –
Guaranteed Minimum Percentage of Patron Savings of 38%.

Signature 

Name John Dunn

Title CEO

Date August 10, 2018