


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 128	
2. CONTRACT NO. HQC00422D0001		3. AWARD/EFFECTIVE DATE 02-Feb-2022		4. ORDER NUMBER		5. SOLICITATION NUMBER HDEC0421R0007	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME CARLA ALLEN POLLARD				b. TELEPHONE NUMBER (No Collect Calls) 804-734-8000	
8. OFFER DUE DATE/LOCAL TIME 04:00 PM 27 Aug 2021		9. ISSUED BY DEFENSE COMMISSARY AGENCY SUPPLY & EQUIPMENT DIVISION BUILDING P 11200 1300 E AVENUE FORT LEE VA 23801-1800 TEL: FAX:		CODE HQC004		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 322220 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: 750	
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		CODE	
17a. CONTRACTOR/OFFEROR SOUTHEASTERN PAPER GROUP, LLC DALE ZIEGLER 50 OLD BLACKSTOCK RD SPARTANBURG SC 29301-5571 TELEPHONE NO. 800-858-7230 X 3403		CODE 1CND0		FACILITY CODE		18a. PAYMENT WILL BE MADE BY GPC PURCHASES (ALL) GPC PURCHASES STORE LEVEL/HQ/ SURCHARGE/DWCF CARDHOLDER FORT LEE VA 23801-1800	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM		CODE CRCARD			
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) \$5,765,042.59	
<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 checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (TYPE OR PRINT)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (TYPE OR PRINT) HOUSTON E. BAKER / CONTRACTING OFFICER TEL: (804) 734-8000 EXT 86257 EMAIL: houston.baker@deca.mil		31c. DATE SIGNED 02-Feb-2022	

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

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

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

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

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
0001		1,088,098.44	Each	\$1.00	\$1,088,098.44

MOS Cluster C - Supplies
 FP-EPA
 Miscellaneous Operating Supplies
 See Ordering Guide for items in this cluster
 March 1, 2022 through February 28, 2023

Contract Cluster C

Buckley AFB, CO
 Ellsworth AFB, SD
 F. E. Warren AFB, WY
 Fort Carson, CO
 Fort Leavenworth, KS
 Fort Leonard Wood, MO
 Fort McCoy, WI
 Fort Riley, KS
 Grand Forks AFB, ND
 Great Lakes NS, IL
 McConnell AFB, KS
 Minot AFB, ND
 Offutt AFB,
 NE Peterson AFB,
 CO Richards-Gebaur, MO
 Rock Island Arsenal, IL
 Scott AFB, IL
 USAF Academy, CO
 Whiteman AFB, MO

FOB: Destination
 MODEL: MOSPB

EST. NET AMT	\$1,088,098.44
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
0002		426,481.24	Each	\$1.00	\$426,481.24

MOS Cluster C - Paper Bags
 FP-EPA
 Miscellaneous Operating Supplies & Paper Bags
 See Ordering Guide for items in this cluster
 March 1, 2022 through February 28, 2023

Cluster C (Store Locations)

- Buckley AFB, CO
- Ellsworth AFB, SD
- F. E. Warren AFB, WY
- Fort Carson, CO
- Fort Leavenworth, KS
- Fort Leonard Wood, MO
- Fort McCoy, WI
- Fort Riley, KS
- Grand Forks AFB, ND
- Great Lakes NS, IL
- McConnell AFB, KS
- Minot AFB, ND
- Offutt AFB,
- NE Peterson AFB,
- CO Richards-Gebaur, MO
- Rock Island Arsenal, IL
- Scott AFB, IL
- USAF Academy, CO
- Whiteman AFB, MO

FOB: Destination
 MODEL: MOSPB
 8135

EST. NET AMT	\$426,481.24
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
0003		633,519.21	Each	\$1.00	\$633,519.21

MOS Cluster E - Supplies
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2022 through February 28, 2023

Cluster E (Store Locations)
 Bangor NBK, WA
 Bremerton NBK, WA
 Fairchild AFB, WA
 Fort Lewis, WA
 Malmstrom AFB, MT
 McChord AFB, WA
 Mountain Home AFB, ID
 Smokey Point, WA
 Whidbey Island NAS, WA

FOB: Destination
 MODEL: MOSPB

EST. NET AMT	\$633,519.21
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
0004		296,340.02	Each	\$1.00	\$296,340.02

MOS Cluster E - Paper Bags
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2022 through February 28, 2023

Cluster E (Store Locations)

- Bangor NBK, WA
- Bremerton NBK, WA
- Fairchild AFB, WA
- Fort Lewis, WA
- Malmstrom AFB, MT
- McChord AFB, WA
- Mountain Home AFB, ID
- Smokey Point, WA
- Whidbey Island NAS, WA

FOB: Destination
 MODEL: MOSPB
 8135

EST. NET AMT		\$296,340.02
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
0005		1,554,318.14	Each	\$1.00	\$1,554,318.14

MOS Cluster F - Supplies

FP-EPA

See Ordering Guide for items in this cluster

March 1, 2022 through February 28, 2023

Contract Cluster F (Store Locations)

Barstow MCLB, CA

Beale AFB, CA

Bridgeport MCMWTC, CA

Camp Pendleton MCB, CA

China Lake NAWS, CA

Davis-Monthan AFB, AZ

Dugway PG, UT

Edwards AFB, CA

EL Centro NAF, CA

Fallon NAS, NV

Fort Huachuca, AZ

Fort Hunter-Liggett, CA

Fort Irwin, CA

Hill AFB, UT

Imperial Beach NOLF, CA

Lemoore NAS, CA

Los Angeles AFB, CA

Luke AFB, AZ

March ARB, CA

McClellan, CA

Miramar MCAS,

CA Moffett Field, CA

Nellis AFB, NV

North Island NAS, CA

Ord Community, CA

Port Hueneme NBVC, CA

San Diego NB, CA

San Onofre, CA

Travis AFB, CA

Twentynine Palms, CA

Vandenberg AFB, CA

Yuma MCAS, AZ

FOB: Destination

MODEL: MOSPB

EST. NET AMT

\$1,554,318.14

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
0006		839,634.95	Each	\$1.00	\$839,634.95

MOS Cluster F - Paper Bags

FP-EPA

See Ordering Guide for items in this cluster

March 1, 2022 through February 28, 2023

Contract Cluster F (Store Locations)

Barstow MCLB, CA

Beale AFB, CA

Bridgeport MCMWTC, CA

Camp Pendleton MCB, CA

China Lake NAWS, CA

Davis-Monthan AFB, AZ

Dugway PG, UT

Edwards AFB, CA

EL Centro NAF, CA

Fallon NAS, NV

Fort Huachuca, AZ

Fort Hunter-Liggett, CA

Fort Irwin, CA

Hill AFB, UT

Imperial Beach NOLF, CA

Lemoore NAS, CA

Los Angeles AFB, CA

Luke AFB, AZ

March ARB, CA

McClellan, CA

Miramar MCAS,

CA Moffett Field, CA

Nellis AFB, NV

North Island NAS, CA

Ord Community, CA

Port Hueneme NBVC, CA

San Diego NB, CA

San Onofre, CA

Travis AFB, CA

Twentynine Palms, CA

Vandenberg AFB, CA

Yuma MCAS, AZ

FOB: Destination

MODEL: MOSPB

8135

EST. NET AMT \$839,634.95

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
0007		250,852.26	Each	\$1.00	\$250,852.26

MOS Cluster G - Supplies
FP-EPA
See Ordering Guide for items in this cluster
March 1, 2022 through February 28, 2023

Cluster G (Store Locations)

- Anchorage Area, AK
- Eielson AFB, AK
- Fort Greely, AK
- Fort Wainwright, AK
- Kodiak CGBSU, AK

FOB: Destination
MODEL: MOSPB

EST. NET AMT

\$250,852.26

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
0008	MOS Cluster G - Paper Bags FP-EPA See Ordering Guide for items in this cluster March 1, 2022 through February 28, 2023 Cluster G (Store Locations) Anchorage Area, AK Eielson AFB, AK Fort Greely, AK Fort Wainwright, AK Kodiak CGBSU, AK FOB: Destination MODEL: MOSPB 8135	96,076.80	Each	\$1.00	\$96,076.80
EST. NET AMT					<hr/> \$96,076.80

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
0009		540,745.78	Each	\$1.00	\$540,745.78

MOS Cluster H - Supplies
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2022 through February 28, 2023

Cluster H (Store Locations)

Hickam AFB, HI
 Kaneohe Bay MCBH, HI
 Pearl Harbor NS, HI
 Schofield Barracks, HI

FOB: Destination
 MODEL: MOSPB

EST. NET AMT	\$540,745.78
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
0010	MOS Cluster H - Paper Bags FP-EPA See Ordering Guide for items in this cluster March 1, 2022 through February 28, 2023 Cluster H (Store Locations) Hickam AFB, HI Kaneohe Bay MCBH, HI Pearl Harbor NS, HI Schofield Barracks, HI FOB: Destination MODEL: MOSPB 8135	38,975.75	Each	\$1.00	\$38,975.75
EST. NET AMT					<hr/> \$38,975.75

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
1001		1,091,156.98	Each	\$1.00	\$1,091,156.98

OPTION MOS Cluster C - Supplies
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2023 through February 29, 2024

Cluster C

- Buckley AFB, CO
- Ellsworth AFB, SD
- F. E. Warren AFB, WY
- Fort Carson, CO
- Fort Leavenworth, KS
- Fort Leonard Wood, MO
- Fort McCoy, WI
- Fort Riley, KS
- Grand Forks AFB, ND
- Great Lakes NS, IL
- McConnell AFB, KS
- Minot AFB, ND
- Offutt AFB,
- NE Peterson AFB,
- CO Richards-Gebaur, MO
- Rock Island Arsenal, IL
- Scott AFB, IL
- USAF Academy, CO
- Whiteman AFB, MO

FOB: Destination
 MODEL: MOSPB

EST. NET AMT	\$1,091,156.98
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
1002		426,481.24	Each	\$1.00	\$426,481.24

OPTION

MOS Cluster C - Paper Bags
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2023 through February 29, 2024

Cluster C (Store Locations)

Contract Cluster C

- Buckley AFB, CO
- Ellsworth AFB, SD
- F. E. Warren AFB, WY
- Fort Carson, CO
- Fort Leavenworth, KS
- Fort Leonard Wood, MO
- Fort McCoy, WI
- Fort Riley, KS
- Grand Forks AFB, ND
- Great Lakes NS, IL
- McConnell AFB, KS
- Minot AFB, ND
- Offutt AFB,
- NE Peterson AFB,
- CO Richards-Gebaur, MO
- Rock Island Arsenal, IL
- Scott AFB, IL
- USAF Academy, CO
- Whiteman AFB, MO

FOB: Destination
 MODEL: MOSPB
 8135

EST. NET AMT	\$426,481.24
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
1003		635,274.62	Each	\$1.00	\$635,274.62

OPTION MOS Cluster E - Supplies
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2023 through February 29, 2024

Cluster E (Store Locations)

- Bangor NBK, WA
- Bremerton NBK, WA
- Fairchild AFB, WA
- Fort Lewis, WA
- Malmstrom AFB, MT
- McChord AFB, WA
- Mountain Home AFB, ID
- Smokey Point, WA
- Whidbey Island NAS, WA

FOB: Destination
 MODEL: MOSPB

EST. NET AMT	\$635,274.62
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
1004		296,341.02	Each	\$1.00	\$296,341.02

OPTION MOS Cluster E - Paper Bags
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2023 through February 29, 2024

Cluster E (Store Locations)

- Bangor NBK, WA
- Bremerton NBK, WA
- Fairchild AFB, WA
- Fort Lewis, WA
- Malmstrom AFB, MT
- McChord AFB, WA
- Mountain Home AFB, ID
- Smokey Point, WA
- Whidbey Island NAS, WA

FOB: Destination
 MODEL: MOSPB
 8135

EST. NET AMT	\$296,341.02
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
1005		1,559,530.12	Each	\$1.00	\$1,559,530.12

OPTION MOS Cluster F - Supplies
FP-EPA
See Ordering Guide for items in this cluster
March 1, 2023 through February 29, 2024

Cluster F (Store Locations)

Barstow MCLB, CA
Beale AFB, CA
Bridgeport MCMWTC, CA
Camp Pendleton MCB, CA
China Lake NAWS, CA
Davis-Monthan AFB, AZ
Dugway PG, UT
Edwards AFB, CA
EL Centro NAF, CA
Fallon NAS, NV
Fort Huachuca, AZ
Fort Hunter-Liggett, CA
Fort Irwin, CA
Hill AFB, UT
Imperial Beach NOLF, CA
Lemoore NAS, CA
Los Angeles AFB, CA
Luke AFB, AZ
March ARB, CA
McClellan, CA
Miramar MCAS,
CA Moffett Field, CA
Nellis AFB, NV
North Island NAS, CA
Ord Community, CA
Port Hueneme NBVC, CA
San Diego NB, CA
San Onofre, CA
Travis AFB, CA
Twentynine Palms, CA
Vandenberg AFB, CA
Yuma MCAS, AZ

FOB: Destination
MODEL: MOSPB

EST. NET AMT

\$1,559,530.12

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
1006		839,634.95	Each	\$1.00	\$839,634.95

OPTION MOS Cluster F - Paper Bags
FP-EPA
See Ordering Guide for items in this cluster
March 1, 2023 through February 29, 2024

Cluster F (Store Locations)

Barstow MCLB, CA
Beale AFB, CA
Bridgeport MCMWTC, CA
Camp Pendleton MCB, CA
China Lake NAWS, CA
Davis-Monthan AFB, AZ
Dugway PG, UT
Edwards AFB, CA
EL Centro NAF, CA
Fallon NAS, NV
Fort Huachuca, AZ
Fort Hunter-Liggett, CA
Fort Irwin, CA
Hill AFB, UT
Imperial Beach NOLF, CA
Lemoore NAS, CA
Los Angeles AFB, CA
Luke AFB, AZ
March ARB, CA
McClellan, CA
Miramar MCAS,
CA Moffett Field, CA
Nellis AFB, NV
North Island NAS, CA
Ord Community, CA
Port Hueneme NBVC, CA
San Diego NB, CA
San Onofre, CA
Travis AFB, CA
Twentynine Palms, CA
Vandenberg AFB, CA
Yuma MCAS, AZ

FOB: Destination
MODEL: MOSPB
8135

EST. NET AMT \$839,634.95

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
1007		251,829.98	Each	\$1.00	\$251,829.98

OPTION MOS Cluster G - Supplies
FP-EPA
See Ordering Guide for items in this cluster
March 1, 2023 through February 29, 2024

Cluster G (Store Locations)

Anchorage Area, AK
Eielson AFB, AK
Fort Greely, AK
Fort Wainwright, AK
Kodiak CGBSU, AK

FOB: Destination
MODEL: MOSPB

EST. NET AMT

\$251,829.98

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
1008	MOS Cluster G - Paper Bags	96,076.80	Each	\$1.00	\$96,076.80
OPTION	FP-EPA				
	See Ordering Guide for items in this cluster				
	March 1, 2023 through February 29, 2024				
	Cluster G (Store Locations)				
	Anchorage Area, AK				
	Eielson AFB, AK				
	Fort Greely, AK				
	Fort Wainwright, AK				
	Kodiak CGBSU, AK				
	FOB: Destination				
	MODEL: MOSPB				
	8135				
				EST. NET AMT	\$96,076.80

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
1009		542,609.64	Each	\$1.00	\$542,609.64

OPTION MOS Cluster H - Supplies
FP-EPA
See Ordering Guide for items in this cluster
March 1, 2023 through February 29, 2024

Cluster H (Store Locations)

Hickam AFB, HI
Kaneohe Bay MCBH, HI
Pearl Harbor NS, HI
Schofield Barracks, HI

FOB: Destination
MODEL: MOSPB

EST. NET AMT	\$542,609.64
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
1010 OPTION	MOS Cluster H - Paper Bags FP-EPA See Ordering Guide for items in this cluster March 1, 2023 through February 29, 2024	38,975.75	Each	\$1.00	\$38,975.75
	Cluster H (Store Locations)				
	Hickam AFB, HI Kaneohe Bay MCBH, HI Pearl Harbor NS, HI Schofield Barracks, HI				
	FOB: Destination MODEL: MOSPB 8135				
				EST. NET AMT	<hr/> \$38,975.75

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
2001		1,094,276.69	Each	\$1.00	\$1,094,276.69

OPTION

MOS Cluster C - Supplies
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2024 through February 28, 2025

Cluster C (Store Locations)

Contract Cluster C

- Buckley AFB, CO
- Ellsworth AFB, SD
- F. E. Warren AFB, WY
- Fort Carson, CO
- Fort Leavenworth, KS
- Fort Leonard Wood, MO
- Fort McCoy, WI
- Fort Riley, KS
- Grand Forks AFB, ND
- Great Lakes NS, IL
- McConnell AFB, KS
- Minot AFB, ND
- Offutt AFB,
- NE Peterson AFB,
- CO Richards-Gebaur, MO
- Rock Island Arsenal, IL
- Scott AFB, IL
- USAF Academy, CO
- Whiteman AFB, MO

FOB: Destination

MODEL: MOSPB

EST. NET AMT	\$1,094,276.69
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
2002		426,481.24	Each	\$1.00	\$426,481.24

OPTION

MOS Cluster C - Paper Bags
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2024 through February 28, 2025

Cluster C (Store Locations)

Contract Cluster C

- Buckley AFB, CO
- Ellsworth AFB, SD
- F. E. Warren AFB, WY
- Fort Carson, CO
- Fort Leavenworth, KS
- Fort Leonard Wood, MO
- Fort McCoy, WI
- Fort Riley, KS
- Grand Forks AFB, ND
- Great Lakes NS, IL
- McConnell AFB, KS
- Minot AFB, ND
- Offutt AFB,
- NE Peterson AFB,
- CO Richards-Gebaur, MO
- Rock Island Arsenal, IL
- Scott AFB, IL
- USAF Academy, CO
- Whiteman AFB, MO

FOB: Destination
 MODEL: MOSPB
 8135

EST. NET AMT	\$426,481.24
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
2003		637,065.14	Each	\$1.00	\$637,065.14

OPTION MOS Cluster E - Supplies
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2024 through February 28, 2025

Cluster E (Store Locations)

- Bangor NBK, WA
- Bremerton NBK, WA
- Fairchild AFB, WA
- Fort Lewis, WA
- Malmstrom AFB, MT
- McChord AFB, WA
- Mountain Home AFB, ID
- Smokey Point, WA
- Whidbey Island NAS, WA

FOB: Destination
 MODEL: MOSPB

EST. NET AMT	\$637,065.14
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
2004		296,340.02	Each	\$1.00	\$296,340.02

OPTION

MOS Cluster E - Paper Bags
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2024 through February 28, 2025

Cluster E (Store Locations)

- Bangor NBK, WA
- Bremerton NBK, WA
- Fairchild AFB, WA
- Fort Lewis, WA
- Malmstrom AFB, MT
- McChord AFB, WA
- Mountain Home AFB, ID
- Smokey Point, WA
- Whidbey Island NAS, WA

FOB: Destination
 MODEL: MOSPB
 8135

EST. NET AMT		\$296,340.02
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
2005		1,564,846.33	Each	\$1.00	\$1,564,846.33

OPTION MOS Cluster F - Supplies
FP-EPA
See Ordering Guide for items in this cluster
March 1, 2024 through February 28, 2025

Cluster F (Store Locations)

Barstow MCLB, CA
Beale AFB, CA
Bridgeport MCMWTC, CA
Camp Pendleton MCB, CA
China Lake NAWS, CA
Davis-Monthan AFB, AZ
Dugway PG, UT
Edwards AFB, CA
EL Centro NAF, CA
Fallon NAS, NV
Fort Huachuca, AZ
Fort Hunter-Liggett, CA
Fort Irwin, CA
Hill AFB, UT
Imperial Beach NOLF, CA
Lemoore NAS, CA
Los Angeles AFB, CA
Luke AFB, AZ
March ARB, CA
McClellan, CA
Miramar MCAS,
CA Moffett Field, CA
Nellis AFB, NV
North Island NAS, CA
Ord Community, CA
Port Hueneme NBVC, CA
San Diego NB, CA
San Onofre, CA
Travis AFB, CA
Twentynine Palms, CA
Vandenberg AFB, CA
Yuma MCAS, AZ

FOB: Destination
MODEL: MOSPB

EST. NET AMT

\$1,564,846.33

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
2006		839,634.95	Each	\$1.00	\$839,634.95

OPTION MOS Cluster F - Paper Bags
FP-EPA
See Ordering Guide for items in this cluster
March 1, 2024 through February 28, 2025

Cluster F (Store Locations)

Barstow MCLB, CA
Beale AFB, CA
Bridgeport MCMWTC, CA
Camp Pendleton MCB, CA
China Lake NAWS, CA
Davis-Monthan AFB, AZ
Dugway PG, UT
Edwards AFB, CA
EL Centro NAF, CA
Fallon NAS, NV
Fort Huachuca, AZ
Fort Hunter-Liggett, CA
Fort Irwin, CA
Hill AFB, UT
Imperial Beach NOLF, CA
Lemoore NAS, CA
Los Angeles AFB, CA
Luke AFB, AZ
March ARB, CA
McClellan, CA
Miramar MCAS,
CA Moffett Field, CA
Nellis AFB, NV
North Island NAS, CA
Ord Community, CA
Port Hueneme NBVC, CA
San Diego NB, CA
San Onofre, CA
Travis AFB, CA
Twentynine Palms, CA
Vandenberg AFB, CA
Yuma MCAS, AZ

FOB: Destination
MODEL: MOSPB
8135

EST. NET AMT \$839,634.95

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
2007		252,827.25	Each	\$1.00	\$252,827.25

OPTION MOS Cluster G - Supplies
FP-EPA
See Ordering Guide for items in this cluster
March 1, 2024 through February 28, 2025

Cluster G (Store Locations)

Anchorage Area, AK
Eielson AFB, AK
Fort Greely, AK
Fort Wainwright, AK
Kodiak CGBSU, AK

FOB: Destination
MODEL: MOSPB

EST. NET AMT

\$252,827.25

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
2008	MOS Cluster G - Paper Bags	96,076.80	Each	\$1.00	\$96,076.80
OPTION	FP-EPA See Ordering Guide for items in this cluster March 1, 2024 through February 28, 2025				
	Cluster G (Store Locations)				
	Anchorage Area, AK Eielson AFB, AK Fort Greely, AK Fort Wainwright, AK Kodiak CGBSU, AK				
	FOB: Destination MODEL: MOSPB 8135				
				EST. NET AMT	<hr/> \$96,076.80

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
2009		544,510.78	Each	\$1.00	\$544,510.78

OPTION MOS Cluster H - Supplies
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2024 through February 28, 2025

Contract Cluster H (Store Locations)

Hickam AFB, HI
 Kaneohe Bay MCBH, HI
 Pearl Harbor NS, HI
 Schofield Barracks, HI

FOB: Destination
 MODEL: MOSPB

EST. NET AMT	\$544,510.78
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
2010 OPTION	MOS Cluster H - Paper Bags FP-EPA See Ordering Guide for items in this cluster March 1, 2024 through February 28, 2025 Cluster H (Store Locations) Hickam AFB, HI Kaneohe Bay MCBH, HI Pearl Harbor NS, HI Schofield Barracks, HI FOB: Destination MODEL: MOSPB 8135	38,975.75	Each	\$1.00	\$38,975.75
EST. NET AMT					\$38,975.75

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
3001		1,098,254.32	Each	\$1.00	\$1,098,254.32

OPTION MOS Cluster C - Supplies
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2025 through February 28, 2026

Cluster C (Store Locations)

Contract Cluster C

- Buckley AFB, CO
- Ellsworth AFB, SD
- F. E. Warren AFB, WY
- Fort Carson, CO
- Fort Leavenworth, KS
- Fort Leonard Wood, MO
- Fort McCoy, WI
- Fort Riley, KS
- Grand Forks AFB, ND
- Great Lakes NS, IL
- McConnell AFB, KS
- Minot AFB, ND
- Offutt AFB,
- NE Peterson AFB,
- CO Richards-Gebaur, MO
- Rock Island Arsenal, IL
- Scott AFB, IL
- USAF Academy, CO
- Whiteman AFB, MO

FOB: Destination

MODEL: MOSPB

EST. NET AMT	\$1,098,254.32
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
3002		426,481.24	Each	\$1.00	\$426,481.24

OPTION MOS Cluster C - Paper Bags
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2025 through February 28, 2026

Cluster C (Store Locations)
 Contract Cluster C

- Buckley AFB, CO
- Ellsworth AFB, SD
- F. E. Warren AFB, WY
- Fort Carson, CO
- Fort Leavenworth, KS
- Fort Leonard Wood, MO
- Fort McCoy, WI
- Fort Riley, KS
- Grand Forks AFB, ND
- Great Lakes NS, IL
- McConnell AFB, KS
- Minot AFB, ND
- Offutt AFB,
- NE Peterson AFB,
- CO Richards-Gebaur, MO
- Rock Island Arsenal, IL
- Scott AFB, IL
- USAF Academy, CO
- Whiteman AFB, MO

FOB: Destination
 MODEL: MOSPB
 8135

EST. NET AMT	\$426,481.24
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
3003		639,348.06	Each	\$1.00	\$639,348.06

OPTION MOS Cluster E - Supplies
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2025 through February 28, 2026

Cluster E (Store Locations)

- Bangor NBK, WA
- Bremerton NBK, WA
- Fairchild AFB, WA
- Fort Lewis, WA
- Malmstrom AFB, MT
- McChord AFB, WA
- Mountain Home AFB, ID
- Smokey Point, WA
- Whidbey Island NAS, WA

FOB: Destination
 MODEL: MOSPB

EST. NET AMT	\$639,348.06
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
3004		296,340.02	Each	\$1.00	\$296,340.02

OPTION MOS Cluster E - Paper Bags
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2025 through February 28, 2026

Cluster E (Store Locations)

- Bangor NBK, WA
- Bremerton NBK, WA
- Fairchild AFB, WA
- Fort Lewis, WA
- Malmstrom AFB, MT
- McChord AFB, WA
- Mountain Home AFB, ID
- Smokey Point, WA
- Whidbey Island NAS, WA

FOB: Destination
 MODEL: MOSPB
 8135

	EST. NET AMT	\$296,340.02
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
3005		1,571,624.50	Each	\$1.00	\$1,571,624.50

OPTION MOS Cluster F - Supplies
FP-EPA
See Ordering Guide for items in this cluster
March 1, 2025 through February 28, 2026

Cluster F (Store Locations)

Barstow MCLB, CA
Beale AFB, CA
Bridgeport MCMWTC, CA
Camp Pendleton MCB, CA
China Lake NAWS, CA
Davis-Monthan AFB, AZ
Dugway PG, UT
Edwards AFB, CA
EL Centro NAF, CA
Fallon NAS, NV
Fort Huachuca, AZ
Fort Hunter-Liggett, CA
Fort Irwin, CA
Hill AFB, UT
Imperial Beach NOLF, CA
Lemoore NAS, CA
Los Angeles AFB, CA
Luke AFB, AZ
March ARB, CA
McClellan, CA
Miramar MCAS,
CA Moffett Field, CA
Nellis AFB, NV
North Island NAS, CA
Ord Community, CA
Port Hueneme NBVC, CA
San Diego NB, CA
San Onofre, CA
Travis AFB, CA
Twentynine Palms, CA
Vandenberg AFB, CA
Yuma MCAS, AZ

FOB: Destination
MODEL: MOSPB

EST. NET AMT

\$1,571,624.50

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
3006		839,634.95	Each	\$1.00	\$839,634.95

OPTION MOS Cluster F - Paper Bags
FP-EPA
See Ordering Guide for items in this cluster
March 1, 2025 through February 28, 2026

Cluster F (Store Locations)

Barstow MCLB, CA
Beale AFB, CA
Bridgeport MCMWTC, CA
Camp Pendleton MCB, CA
China Lake NAWS, CA
Davis-Monthan AFB, AZ
Dugway PG, UT
Edwards AFB, CA
EL Centro NAF, CA
Fallon NAS, NV
Fort Huachuca, AZ
Fort Hunter-Liggett, CA
Fort Irwin, CA
Hill AFB, UT
Imperial Beach NOLF, CA
Lemoore NAS, CA
Los Angeles AFB, CA
Luke AFB, AZ
March ARB, CA
McClellan, CA
Miramar MCAS,
CA Moffett Field, CA
Nellis AFB, NV
North Island NAS, CA
Ord Community, CA
Port Hueneme NBVC, CA
San Diego NB, CA
San Onofre, CA
Travis AFB, CA
Twentynine Palms, CA
Vandenberg AFB, CA
Yuma MCAS, AZ

FOB: Destination
MODEL: MOSPB
8135

EST. NET AMT \$839,634.95

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
3007		254,098.77	Each	\$1.00	\$254,098.77

OPTION MOS Cluster G - Supplies
FP-EPA
See Ordering Guide for items in this cluster
March 1, 2025 through February 28, 2026

Cluster G (Store Locations)

Anchorage Area, AK
Eielson AFB, AK
Fort Greely, AK
Fort Wainwright, AK
Kodiak CGBSU, AK

FOB: Destination
MODEL: MOSPB

EST. NET AMT

\$254,098.77

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
3008		96,076.80	Each	\$1.00	\$96,076.80

OPTION MOS Cluster G - Paper Bags
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2025 through February 28, 2026

Cluster G (Store Locations)

- Anchorage Area, AK
- Eielson AFB, AK
- Fort Greely, AK
- Fort Wainwright, AK
- Kodiak CGBSU, AK

FOB: Destination
 MODEL: MOSPB
 8135

	EST. NET AMT	\$96,076.80
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
3009		546,934.73	Each	\$1.00	\$546,934.73

OPTION MOS Cluster H - Supplies
FP-EPA
See Ordering Guide for items in this cluster
March 1, 2025 through February 28, 2026

Cluster H (Store Locations)

Hickam AFB, HI
Kaneohe Bay MCBH, HI
Pearl Harbor NS, HI
Schofield Barracks, HI

FOB: Destination
MODEL: MOSPB

EST. NET AMT	\$546,934.73
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
3010	MOS Cluster H - Paper Bags FP-EPA See Ordering Guide for items in this cluster March 1, 2025 through February 28, 2026	38,975.75	Each	\$1.00	\$38,975.75
OPTION	Cluster H (Store Locations)				
	Hickam AFB, HI Kaneohe Bay MCBH, HI Pearl Harbor NS, HI Schofield Barracks, HI				
	FOB: Destination MODEL: MOSPB 8135				
				EST. NET AMT	<hr/> \$38,975.75

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
4001		1,102,331.39	Each	\$1.00	\$1,102,331.39

OPTION

MOS Cluster C - Supplies
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2026 through February 28, 2027

Cluster C (Store Locations)

- Buckley AFB, CO
- Ellsworth AFB, SD
- F. E. Warren AFB, WY
- Fort Carson, CO
- Fort Leavenworth, KS
- Fort Leonard Wood, MO
- Fort McCoy, WI
- Fort Riley, KS
- Grand Forks AFB, ND
- Great Lakes NS, IL
- McConnell AFB, KS
- Minot AFB, ND
- Offutt AFB,
- NE Peterson AFB,
- CO Richards-Gebaur, MO
- Rock Island Arsenal, IL
- Scott AFB, IL
- USAF Academy, CO
- Whiteman AFB, MO

FOB: Destination
 MODEL: MOSPB

EST. NET AMT

\$1,102,331.39

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
4002		426,481.24	Each	\$1.00	\$426,481.24

OPTION

MOS Cluster C - Paper Bags
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2026 through February 28, 2027

Cluster C (Store Locations)

- Buckley AFB, CO
- Ellsworth AFB, SD
- F. E. Warren AFB, WY
- Fort Carson, CO
- Fort Leavenworth, KS
- Fort Leonard Wood, MO
- Fort McCoy, WI
- Fort Riley, KS
- Grand Forks AFB, ND
- Great Lakes NS, IL
- McConnell AFB, KS
- Minot AFB, ND
- Offutt AFB,
- NE Peterson AFB,
- CO Richards-Gebaur, MO
- Rock Island Arsenal, IL
- Scott AFB, IL
- USAF Academy, CO
- Whiteman AFB, MO

FOB: Destination
 MODEL: MOSPB
 8135

EST. NET AMT

\$426,481.24

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
4003		641,688.05	Each	\$1.00	\$641,688.05

OPTION MOS Cluster E - Supplies
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2026 through February 28, 2027

Cluster E (Store Locations)

- Bangor NBK, WA
- Bremerton NBK, WA
- Fairchild AFB, WA
- Fort Lewis, WA
- Malmstrom AFB, MT
- McChord AFB, WA
- Mountain Home AFB, ID
- Smokey Point, WA
- Whidbey Island NAS, WA

FOB: Destination
 MODEL: MOSPB

EST. NET AMT	\$641,688.05
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
4004		296,340.02	Each	\$1.00	\$296,340.02

OPTION

MOS Cluster E - Paper Bags
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2026 through February 28, 2027

Cluster E (Store Locations)

- Bangor NBK, WA
- Bremerton NBK, WA
- Fairchild AFB, WA
- Fort Lewis, WA
- Malmstrom AFB, MT
- McChord AFB, WA
- Mountain Home AFB, ID
- Smokey Point, WA
- Whidbey Island NAS, WA

FOB: Destination
 MODEL: MOSPB
 8135

EST. NET AMT	\$296,340.02
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
4005		1,578,572.12	Each	\$1.00	\$1,578,572.12

OPTION MOS Cluster F - Supplies
FP-EPA
See Ordering Guide for items in this cluster
March 1, 2026 through February 28, 2027

Cluster F (Store Locations)

Barstow MCLB, CA
Beale AFB, CA
Bridgeport MCMWTC, CA
Camp Pendleton MCB, CA
China Lake NAWS, CA
Davis-Monthan AFB, AZ
Dugway PG, UT
Edwards AFB, CA
EL Centro NAF, CA
Fallon NAS, NV
Fort Huachuca, AZ
Fort Hunter-Liggett, CA
Fort Irwin, CA
Hill AFB, UT
Imperial Beach NOLF, CA
Lemoore NAS, CA
Los Angeles AFB, CA
Luke AFB, AZ
March ARB, CA
McClellan, CA
Miramar MCAS,
CA Moffett Field, CA
Nellis AFB, NV
North Island NAS, CA
Ord Community, CA
Port Hueneme NBVC, CA
San Diego NB, CA
San Onofre, CA
Travis AFB, CA
Twentynine Palms, CA
Vandenberg AFB, CA
Yuma MCAS, AZ

FOB: Destination
MODEL: MOSPB

EST. NET AMT

\$1,578,572.12

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
4006		839,634.95	Each	\$1.00	\$839,634.95

OPTION MOS Cluster F - Paper Bags
FP-EPA
See Ordering Guide for items in this cluster
March 1, 2026 through February 28, 2027

Cluster F (Store Locations)

Barstow MCLB, CA
Beale AFB, CA
Bridgeport MCMWTC, CA
Camp Pendleton MCB, CA
China Lake NAWS, CA
Davis-Monthan AFB, AZ
Dugway PG, UT
Edwards AFB, CA
EL Centro NAF, CA
Fallon NAS, NV
Fort Huachuca, AZ
Fort Hunter-Liggett, CA
Fort Irwin, CA
Hill AFB, UT
Imperial Beach NOLF, CA
Lemoore NAS, CA
Los Angeles AFB, CA
Luke AFB, AZ
March ARB, CA
McClellan, CA
Miramar MCAS,
CA Moffett Field, CA
Nellis AFB, NV
North Island NAS, CA
Ord Community, CA
Port Hueneme NBVC, CA
San Diego NB, CA
San Onofre, CA
Travis AFB, CA
Twentynine Palms, CA
Vandenberg AFB, CA
Yuma MCAS, AZ

FOB: Destination
MODEL: MOSPB
8135

EST. NET AMT \$839,634.95

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
4007		255,402.09	Each	\$1.00	\$255,402.09

OPTION MOS Cluster G - Supplies
FP-EPA
See Ordering Guide for items in this cluster
March 1, 2026 through February 28, 2027

Cluster G (Store Locations)

Anchorage Area, AK
Eielson AFB, AK
Fort Greely, AK
Fort Wainwright, AK
Kodiak CGBSU, AK

FOB: Destination
MODEL: MOSPB

EST. NET AMT

\$255,402.09

ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
4008		96,076.80	Each	\$1.00	\$96,076.80

OPTION MOS Cluster G - Paper Bags
 FP-EPA
 See Ordering Guide for items in this cluster
 March 1, 2026 through February 28, 2027

Cluster G (Store Locations)

- Anchorage Area, AK
- Eielson AFB, AK
- Fort Greely, AK
- Fort Wainwright, AK
- Kodiak CGBSU, AK

FOB: Destination
 MODEL: MOSPB
 8135

EST. NET AMT	\$96,076.80
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
4009		549,419.28	Each	\$1.00	\$549,419.28

OPTION MOS Cluster H - Supplies
FP-EPA
See Ordering Guide for items in this cluster
March 1, 2026 through February 28, 2027

Cluster H (Store Locations)

Hickam AFB, HI
Kaneohe Bay MCBH, HI
Pearl Harbor NS, HI
Schofield Barracks, HI

FOB: Destination
MODEL: MOSPB

EST. NET AMT	\$549,419.28
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ITEM NO	SUPPLIES/SERVICES	EST. QUANTITY	UNIT	UNIT PRICE	EST. AMOUNT
4010	MOS Cluster H - Paper Bags	38,975.75	Each	\$1.00	\$38,975.75
OPTION	FP-EPA				
	See Ordering Guide for items in this cluster				
	March 1, 2026 through February 28, 2027				
	Cluster H (Store Locations)				
	Hickam AFB, HI				
	Kaneohe Bay MCBH, HI				
	Pearl Harbor NS, HI				
	Schofield Barracks, HI				
	FOB: Destination				
	MODEL: MOSPB				
	8135				
				EST. NET AMT	\$38,975.75

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (JUN 2020) -- Alternate I	OCT 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	JUN 2020
52.203-13	Contractor Code of Business Ethics and Conduct	JUN 2020
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
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUN 2020
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2020

52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	JUN 2020
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.217-9	Option To Extend The Term Of The Contract	MAR 2000
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	JAN 2020
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	OCT 2020
52.223-4	Recovered Material Certification	MAY 2008
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	JUN 2020
52.225-13	Restrictions on Certain Foreign Purchases	FEB 2021
52.232-17	Interest	MAY 2014
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
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	MAY 2019
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.219-7003 Alt I	Small Business Subcontracting Plan (DoD Contracts)(DEC 2019) Alternate I	DEC 2019
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2017
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7021	Trade Agreements--Basic	SEP 2019
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JAN 2021
252.247-7023	Transportation of Supplies by Sea	FEB 2019
252.247-7023 Alt II	Transportation of Supplies by Sea (FEB 2019) Alternate II	FEB 2019

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.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2018-O0021) (JAN 2021)

(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 clauses of 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) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (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)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(vii) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(xi) 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.

(xii) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xiii)(A) 52.222-50, Combating Trafficking in Persons (OCT 2020) (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 and E.O. 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (NOV 2020).

(xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 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.

(xxii) 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)

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a Fixed Price with Economic Price Adjustment contract resulting from this solicitation.

(End of provision)

52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$500.00, 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 \$50,000.00;

(1) Any order for a single item in excess of \$25,000.00;

(2) Any order for a combination of items in excess of \$50,000; or

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

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

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

ORDERING LIMITATIONS

Stores not listed below are allowed up to two (2) orders per calendar month. If a store wishes to place more than two (2) orders per month, they may do so, but the contract may add a 20% upcharge to cover the added cost of transportation.

The following stores are allowed up to three (3) orders per calendar month. If a store wishes to place more than three (3) orders per month, they may do so, but the contract may add a 20% upcharge to cover the added cost of transportation.

DAVIS MONTHAN, AZ

ELMENDORF
(ANCHORAGE), AKFORT
LEAVENWORTH, KS
HICKAM AFB, HI
LOS ANGELES
AFB, CA
MCCLELLAN AFB,
CA OFFUTT AFB,
NE

The following stores are allowed up to four (4) orders per calendar month. If a store wishes to place more than four (4) orders per month, they may do so, but the contract may add a 20% upcharge to cover the added cost of transportation.

CAMP
PENDLETON, CA
FORT CARSON, CO
FORT RILEY, KS
LUKE AFB, AZ
MARCH AFB,
CA MCCHORD
AFB, WA
MIRAMAR
MCAS, CA
NELLIS AFB, NV
PETERSON AFB,
CO SCOTT AFB,
IL TRAVIS AFB,
CA

The following stores are allowed up to five (5) orders per calendar month. If a store wishes to place more than five (5) orders per month, they may do so, but the contract may add a 20% upcharge to cover the added cost of transportation.

PEARL
HARBOR, HI
SAN DIEGO,
CA
SCHOFIELD
BARRACKS, HIFORT
LEWIS, WA

(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 February 28, 2027.

(End of clause)

52.216-4506 ECONOMIC PRICE ADJUSTMENT - RESIN & PULP (APR 2002)

(a) Certain items which may be included under this solicitation/contract re subject to an Economic Price Adjustment (EPA). This applies to any of line items which are incorporated in the Schedule and listed on the attached list of EPA items. Within ten calendar days after award of the contract, the successful contractor shall provide the Contracting Officer with the weight of the unit for each of the listed line items. The weight of the unit shall not include the packaging. The type of resin/pulp shall be restricted to the types listed for each appropriate line item. The weights provided by the contractor will be applied to the formulas explained at paragraph c., entitled "EPA Baseline".

Type of Resin	Type of Pulp/Paper
APET	CORR. MEDIUM EAST
LDPE, EXTRUSION CLARITY FILM	CORR. MEDIUM WEST
PVC,SUSPENSION, INJ,GP	BLEACHED KRAFT PAPER, 30LB
POLYPROPYLENE HP INJ GP	UNBLEACHED KRAFT PAPER, GROCERY 70LB
HDPE FILM HMW	SPECIALTY GRADE FLUFF
CPET	
LLDPE EXTRUSION LINER FILM – BUTENE 1	
POLYSTYRENE, INJ, GP	

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

(b) Price adjustments ceiling. Contract prices will be adjusted upward to a maximum of 50 percent of the awarded unit price. There is no limit on downward adjustments under this clause. If the results of the price adjustment calculation specified herein should exceed the 50 percent ceiling, the Government may unilaterally raise the ceiling, provided such increase is consistent with the prevailing market conditions. Prices will ONLY be adjusted on the periods identified in the "Schedule for Price Adjustments".

(c) EPA Baseline. In order for there to be a pre-determined process for calculating the application of this EPA clause, there must be a formally recognized "index", against which the EPA formula can be applied. That index is

contained within a publication called "PLASTICS NEWS" (referred to hereinafter as PN) for plastic products and "Federal Reserve Economic Data" (referred to hereinafter as FRED) for paper products. PN is published weekly by Crain Communications Inc., 740 N. Rush Street, Chicago, IL 60611-2590, (800)678-9595. The week used for price adjustment will be the third weekly edition published for the month identifying the previous week's prices in the pricing section of the magazine. FRED is website <https://fred.stlouisfed.org/series/WPU0911>. The week used for price adjustment will be the third weekly edition for the month and it has pricing for the 1st of that month.

(1) Price adjustments. Pricing adjustments to the unit prices for those line items listed in the attachment under "RESIN" will be equal to the price per pound of the type of resin indicated above (as quoted in the publication "Plastics News"); times the resin weight per unit; plus the award price. The mathematical formula to be applied in calculating price adjustments is as follows:

$$\text{REVISED/ADJUSTED UNIT PRICE} = [(\text{NEW RESIN PRICE} - \text{BASE RESIN PRICE}) \times \text{WEIGHT OF RESIN PER UNIT}] + \text{AWARDED UNIT PRICE}$$

(2) Price adjustments. Pricing adjustments to the unit prices listed in the attachment under "PULP" will be equal to the price per short ton for the category of paper indicated above as quoted in the publication of "Federal Reserve Economic Data"; times the weight of paper (converted from weight per short ton to weight per bale); plus the award price. The mathematical formula to be applied in calculating price adjustments is as follows:

$$\text{REVISED/ADJUSTED UNIT PRICE} = [(\text{NEW PAPER PRICE} - \text{BASE PAPER PRICE}) \times \text{WEIGHT OF PAPER PER UNIT}] + \text{AWARDED UNIT PRICE}$$

(3) The "new resin price" will be that price published by "Plastics News" during the appropriate edition identified in the Schedule for Price Adjustments shown below. The "new resin price" will serve as the basis of the revised price for the succeeding period in accordance with the above formula.

(4) The "Weight of Resin per unit" is the weight of the unit (lbs).

(5) The "new paper price" will be that price published by "Federal Reserve Economic Data" during the appropriate edition identified in the Schedule for Price Adjustments shown below. The "new paper price" will serve as the basis of the revised price for the succeeding period in accordance with the above formula.

(6) The "weight of paper per unit" is derived as follows:

The weight of one roll (lbs) divided by 2000 lbs/ton (rounded six digits to the right of the decimal).
(Example: One Roll = 32 lbs divided by 2000 lbs/ton = .000500 short tons)

(7) The "base resin price" by which adjustments will be made will be the published price quoted for the applicable category of resin in the Pricing Update section of the publication "Plastics News". The "base paper price" will be obtained from the publication "Federal Reserve Economic Data".

The appropriate issue of the publication shall be the appropriate edition for the month immediately prior to the calendar month of the bid opening/proposal closing date. For example, if the date is during the month of January, the "base period" shall be the price as shown in the third weekly edition published in the month of December. The price in effect in that edition will be used in establishing the base price.

(8) Rounding. In the event of a unit price being revised (due to the application of a proposed unit pack versus the DeCA pack), it will be rounded to the nearest 1/100 (two digits to the right of the decimal (Example: \$14.75 in lieu of \$14.754321)).

(9) If PN or FRED publishes a range of prices for a specific month, the low price of the range will be considered the resin/pulp price for that month whether used as a base price or as the new price.

(10) If PN or FRED discontinues publishing the pricing update information or the pricing information is not available for the adjustment month, then a substitute published price may be selected by mutual agreement of the

contract parties. If another source is substituted for PN or FRED, the base price will be reviewed to determine what affect, if any, the change in the source document has on the baseline figures, which are utilized to calculate the periodic adjustments to price. If necessary, the figures utilized for all economic price adjustments to date under this contract will be reviewed to ensure that there is consistency in the application of the new source document, in order to determine the most current unit price(s) to be paid.

(d) Schedule of Price Adjustments. Contract prices will be unilaterally adjusted pursuant to the above cited formula at the frequency indicated in the "Schedule" for Price Adjustments" shown below:

SCHEDULE FOR PRICE ADJUSTMENTS

PN/ FRED Edition	Pricing Shown For:	Period Affected
		<u>Base Period: March 1, 2022 to February 28, 2023</u>
		Base Line Pricing
<u>Provided</u>		<u>March 1, 2022 to June 30, 2022</u>
		<u>EPA Period</u>
<u>May 2022</u>		<u>July 1, 2022 to October 31, 2022</u>
<u>September 2022</u>		<u>November 1, 2022 to February 28, 2023</u>
		<u>Option Period 1: March 1, 2023 to February 29, 2024</u>
		<u>EPA Period</u>
<u>January 2023</u>		<u>March 1, 2023 to June 30, 2023</u>
<u>May 2023</u>		<u>July 1, 2023 to October 31, 2023</u>
<u>September 2023</u>		<u>November 1, 2023 to February 28, 2024</u>
		<u>Option Period 2: March 1, 2024 to February 28, 2025</u>
		<u>EPA Period</u>
<u>January 2024</u>		<u>March 1, 2024 to June 30, 2024</u>
<u>May 2024</u>		<u>July 1, 2024 to October 31, 2024</u>
<u>September 2024</u>		<u>November 1, 2024 to February 28, 2025</u>
		<u>Option Period 3: March 1, 2025 to February 28, 2026</u>
		<u>EPA Period</u>
<u>January 2025</u>		<u>March 1, 2025 to June 30, 2025</u>
<u>May 2025</u>		<u>July 1, 2025 to October 31, 2025</u>
<u>September 2025</u>		<u>November 1, 2025 to February 28, 2026</u>
		<u>Option Period 4: March 1, 2026 to February 28, 2027</u>
		<u>EPA Period</u>
<u>January 2026</u>		<u>March 1, 2026 to June 30, 2026</u>
<u>May 2026</u>		<u>July 1, 2026 to October 31, 2026</u>
<u>September 2026</u>		<u>November 1, 2026 to February 28, 2027</u>

(e) Notification and effective dates:

(1) It is the responsibility of the Contractor to notify the Contracting Officer immediately upon publication of the adjustment month's price whenever, based on the above cited formula, there is an increase or decrease in the price of any of the resin/pulp for those line items listed at paragraph (a).

(2) The effective date of price adjustments will be in accordance with paragraph (d) above, "Schedule for Price Adjustments", and will be reflected in a contract modification. The revised price will normally be applicable to all orders issued after the effective date of the price adjustment modification. In the event that an order is issued prior to the effective date of the price adjustment modification and the required delivery(ies) stated in the order is after the effective date of the price adjustment modification, the following applies:

(i) If all of the required deliveries of an order issued prior to the effective date of the price adjustment modification is thirty (30) days or earlier after the effective period of the price adjustment modification then the unit price effective at the time the order was issued is applicable.

(ii) If all of the required deliveries of an order issued prior to the effective date of the price adjustment modification are beyond thirty (30) days after the effective period of the price adjustment modification then the revised unit prices incorporated in the price adjustment modification are applicable. The delivery order(s) will unilaterally be modified accordingly.

(iii) If the required deliveries of an order issued prior to the effective date of the price adjustment modification include a combination of deliveries that are both prior to and after thirty (30) days after the effective period of the price adjustment modification then the following applies:

a. For the portion of the deliveries required thirty (30) days or earlier after the effective period of the price adjustment modification, the unit price effective at the time the order was issued is applicable.

b. For the portion of the deliveries required beyond thirty (30) days after the effective period of the price adjustment modification, the revised unit prices incorporated in the price adjustment modification are applicable.

(3) All Contractor initiated notification shall be submitted in writing to the Contracting Officer. Notification shall include a request for price adjustments along with the calculation of the appropriate adjustment.

(4) If the Contractor notifies the Contracting Officer of a price increase within 5 days after publication of the appropriate edition of PN AND FRED cited in the above schedule, the effective date of any modification will be on the first of the month cited in the schedule for price adjustments. If the Contractor notifies the Contracting Officer of a price increase more than 5 days after publication of the appropriate edition of PN and FRED cited in the above schedule, the effective date of any modification will be the later of: (i) 15 days after notification by the Contractor, or (ii) the first day after the price adjustment month.

(5) If the Contractor fails to notify the Government of a price decrease, the price reduction will apply to all orders dated on the first day of the price adjustment month.

(6) If, for administrative reasons solely, at the responsibility of the Government and at no fault of the Contractor, the modification is not issued effective either (i) the first day of the price adjustment month, or (ii) prior to the fifteen days after notification, the effective date of the modification will be fifteen (15) days after notification by the Contractor or in the case of a decrease, fifteen (15) days after the price adjustment month.

EPA - FUEL

(a) All items which included under this solicitation/contract are subject to an Economic Price Adjustment (EPA) for Fuel. Price adjustments may include price increases and price decreases. Adjustments will be considered as follows:

(b) Price adjustments ceiling. Contract prices will be adjusted upward to a maximum of 50 percent of the

awarded unit price. There is no limit on downward adjustments under this clause. If the results of the price adjustment calculation specified herein should exceed the 50 percent ceiling, the Government may unilaterally raise the ceiling, provided such increase is consistent with the prevailing market conditions. Prices will ONLY be adjusted on the periods identified in the "Schedule for Price Adjustments".

(c) EPA Baseline. In order for there to be a pre-determined process for calculating the application of this EPA clause, there must be a formally recognized "index," against which the EPA formula can be applied. That index used shall be the U.S Energy Information Administration (EIA). The EIA is online at <http://www.eia.gov>. The period used for price adjustment will be the average of weekly amounts for "U.S. On- Highway Diesel Fuel Prices (U.S.)" for the month prior to the month in which the adjustment is prepared. For example: A price adjustment effective January 1, 2022 will be calculated in December 2021 using the monthly average for November 2021 (average of all weeks for November 2021). Free weekly pricing information may be obtained at <http://www.eia.gov/petroleum/gasdiesel/>. The baseline EIA average for "U.S. On-Highway Diesel Fuel Prices (U.S.)" will be the average of the weekly prices in the month prior to the solicitation closing date (July 2021).

(1) Price adjustments. Pricing adjustments will be made concurrently with the EPA for commodity to the current unit prices for all items listed in the attachment (see note below).

The mathematical formula to be applied in calculating price adjustments is as follows:

REVISED/ADJUSTED UNIT PRICE = CURRENT ITEM PRICE + [(NEW AVERAGE DIESEL PRICE – BASE AVERAGE DIESEL PRICE) X (CURRENT ITEM PRICE X 8%*)]

*8% is based on an average of 20% cost of shipping of a given item multiplied by 38% Fuel Costs (38% of the total cost of trucking) as outlined in, "An Analysis of the Operational Costs of Trucking: A 2019 Update," as published by the American Transportation Research institute (page 13). (20% x 38% = 7.6% rounded to 8%)

(Note that both Commodity and Fuel EPA changes begin with the base current price, and are calculated separately, and both increase amount will be added to the current price. DeCA will not complete the commodity EPA calculation and then compound the fuel EPA calculation on top of that amount.)

(2) The "New Average Diesel Price" shall be the monthly average US dollar price per gallon, using all weekly published amounts. The "New Average Diesel Price " will serve as the basis of the revised price for the succeeding period in accordance with the above formula.

(3) Rounding. In the event of a unit price being revised (due to the application of a proposed unit pack versus the DeCA pack or any other reason), it will be rounded to the nearest 1/100 (two digits to the right of the decimal (Example: \$14.75 in lieu of \$14.754321)).

(6) If the EIA discontinues publishing the pricing update information or the pricing information is not available for the adjustment month, then a substitute published price may be selected by mutual agreement of the contract parties. If another source is substituted for EIA, the base price will be reviewed to determine what affect, if any, the change in the source has on the baseline figures, which are utilized to calculate the periodic adjustments to price. If necessary, the figures utilized for all economic price adjustments to date under this contract will be reviewed to ensure that there is consistency in the application of the new source document, in order to determine the most current unit price(s) to be paid.

(d) Schedule of Price Adjustments. Contract prices will be unilaterally adjusted pursuant to the above cited formula at the frequency indicated in the "Schedule" for Price Adjustments" shown below:

SCHEDULE FOR PRICE ADJUSTMENTS

EAST CONUS REGION, WEST CONUS REGION, ALASKA, HAWAII, and PACIFIC THEATER

EIA Monthly Average Used:

For:

	<u>Base Period:</u> March 1, 2022 to February 28, 2023
	<u>Base Line Pricing</u> March 1, 2022 to June 30, 2022
Provided	
	<u>EPA Period</u> July 1, 2022 to October 31, 2022 November 1, 2022 to February 28, 2023
May 2022 September 2022	
	<u>Option Period 1:</u> March 1, 2023 to February 29, 2024
	<u>EPA Period</u> March 1, 2023 to June 30, 2023 July 1, 2023 to October 31, 2023 November 1, 2023 to February 28, 2024
January 2023 May 2023 September 2023	
	<u>Option Period 2:</u> March 1, 2024 to February 28, 2025
	<u>EPA Period</u> March 1, 2024 to June 30, 2024 July 1, 2024 to October 31, 2024 November 1, 2024 to February 28, 2025
January 2024 May 2024 September 2024	
	<u>Option Period 3:</u> March 1, 2025 to February 28, 2026
	<u>EPA Period</u> March 1, 2025 to June 30, 2025 July 1, 2025 to October 31, 2025 November 1, 2025 to February 28, 2026
January 2025 May 2025 September 2025	
	<u>Option Period 4:</u> March 1, 2026 to February 28, 2027
	<u>EPA</u> <u>Period</u> March 1, 2026 to June 30, 2026 July 1, 2026 to October 31, 2026 November 1, 2026 to February 28, 2027
January 2026 May 2026 September 2026	

*NOTE: This schedule assumes that the closing date is in the month of July 2021. In the event that the closing date is not in this month, the schedule shown above will be adjusted accordingly at the time of award to show the proper monthly average from LME to be used for the base period and the **potential price adjustment every four (4) months**. For example: If the closing/bid opening date was delayed until August then the next month's average would be the correct average to use. In the event that effective start date of the contract is delayed, all of the periods of time identified above for "adjustment" shall remain unchanged.

(e) Notification and effective dates:

(1) It is the responsibility of the Contractor to notify the Contracting Officer immediately upon publication of the adjustment month's average price whenever, based on the above cited formula, there is an increase or decrease in the price of any of the resin/pulp for those line items listed at paragraph 'a'.

(2) The effective date of price adjustments will be in accordance with paragraph 'd' above, "Schedule for Price Adjustments", and will be reflected in a contract modification. The revised price will be applicable to all orders issued after the effective date of the price adjustment modification. Order placed prior to the effective date on the modification will be under the previous period's pricing.

(3) All Contractor initiated notification shall be submitted in writing to the Contracting Officer. Notification shall include a request for price adjustments along with the calculation of the appropriate adjustment.

(4) If the Contractor fails to notify the Government of a price decrease, the price reduction will apply to all orders dated on the first day of the price adjustment month.

(5) If, for administrative reasons solely, at the responsibility of the Government and at no fault of the Contractor, the modification is not issued effective either (i) the first day of the price adjustment month, or
(ii) prior to the fifteen days after notification, the effective date of the modification will be fifteen (15) days after notification by the Contractor or in the case of a decrease, fifteen (15) days after the price adjustment month.

EPA - STEEL AND ALUMINUM

- (a) Certain items which may be included under this solicitation/contract are subject to an Economic Price Adjustment (EPA). This applies to any line items which are incorporated in the exhibits and marked as EPA items. Within ten calendar days after award of the contract, the successful contractor shall provide the Contracting Officer with the weight of the unit for each of the listed line items. The weight of the unit shall not include the packaging. The type of metal shall be restricted to the types listed for each appropriate line item.

Type of Metal
STEEL
ALUMINUM

The weights provided by the contractor will be applied to the formulas explained at paragraph c., entitled "EPA Baseline".

Price adjustments include price increases and price decreases. Adjustments will be considered as follows:

- (b) Price adjustments ceiling. Contract prices will be adjusted upward to a maximum of 50 percent of the awarded unit price. There is no limit on downward adjustments under this clause. If the results of the price adjustment calculation specified herein should exceed the 50 percent ceiling, the Government may unilaterally raise the ceiling, provided such increase is consistent with the prevailing market conditions. Prices will ONLY be adjusted on the periods identified in the "Schedule for Price Adjustments".
- (c) EPA Baseline. In order for there to be a pre-determined process for calculating the application of this EPA clause, there must be a formally recognized "index", against which the EPA formula can be applied. That index used shall be the London Metal Exchange (referred to hereinafter as LME). The LME is online at www.lme.com. The period used for price adjustment will be the average of the month prior to the month in which the adjustment is prepared. For example: A price adjustment effective January 1, 2022 will be calculated in December 2021 using the monthly average for November 2021. Free monthly average information may be obtained at www.lme.com through the "Free LME Market Data" link (registration required). The baseline LME average will be the average of the month prior to the solicitation closing date, or July 2021.
- (1) Price adjustments. Pricing adjustments to the unit prices for those line items listed in the attachment listed as "EPA Items" will be equal to the current price per pound of the type of metal; minus the base price per pound of the type of metal; times the metal weight per unit; plus the award price. (The "price per pound of the type of metal" shall be the monthly average US dollar price per metric tonne of the type of metal for the month prior to the EPA preparation divided by 2,204.62 (the number of pounds in a metric tonne)). The mathematical formula to be applied in calculating price adjustments is as follows:

$$\text{REVISED/ADJUSTED UNIT PRICE} = [(\text{NEW METAL PRICE} - \text{BASE METAL PRICE}) \times \text{WEIGHT OF METAL PER UNIT}] + \text{AWARDED UNIT PRICE}$$

(Note that both Commodity and Fuel EPA changes begin with the base current price, and are calculated separately, and both increase amount will be added to the current price. DeCA will not complete the commodity EPA calculation and then compound the fuel EPA calculation on top of that amount.)

- (2) The "new metal price" shall be the monthly average US dollar price per metric tonne of the type of metal for the month prior to the EPA preparation divided by 2,204.62 (the number of pounds in a metric tonne). The "new metal price" will serve as the basis of the revised price for the succeeding period in accordance with the above formula.

The price used to calculate the "new metal price" for a given metal type shall be "cash buyer" prices shown in the given range.

- (3) The "Weight of metal per unit" is the weight of metal in the unit (lbs).

- (4) The "base metal price" by which adjustments will be made will be the average published price quoted for the applicable category of metal in the month prior to the solicitation closing date, or July 2021.
- (5) Rounding. In the event of a unit price being revised (due to the application of a proposed unit pack versus the DeCA pack or any other reason), it will be rounded to the nearest 1/100 (two digits to the right of the decimal (Example: \$14.75 in lieu of \$14.754321)).
- (6) If LME discontinues publishing the pricing update information or the pricing information is not available for the adjustment month, then a substitute published price may be selected by mutual agreement of the contract parties. If another source is substituted for LME, the base price will be reviewed to determine what affect, if any, the change in the source has on the baseline figures, which are utilized to calculate the periodic adjustments to price. If necessary, the figures utilized for all economic price adjustments to date under this contract will be reviewed to ensure that there is consistency in the application of the new source document, in order to determine the most current unit price(s) to be paid.
- (d) Schedule of Price Adjustments. Contract prices will be unilaterally adjusted pursuant to the above cited formula at the frequency indicated in the "Schedule" for Price Adjustments" shown below:

SCHEDULE FOR PRICE ADJUSTMENTS

EAST CONUS REGION, WEST CONUS REGION, ALASKA, HAWAII, and PACIFIC THEATER

LME Monthly Average Used:

For:

Base Period: March 1, 2022 to February 28, 2023

Provided

Base Line Pricing
March 1, 2022 to June 30, 2022

May 2022
September 2022

EPA Period
July 1, 2022 to October 31, 2022
November 1, 2022 to February 28, 2023

Option Period 1: March 1, 2023 to February 29, 2024

January 2023

EPA Period
March 1, 2023 to June 30, 2023

May 2023
September 2023

July 1, 2023 to October 31, 2023
November 1, 2023 to February 28, 2024

Option Period 2: March 1, 2024 to February 28, 2025

January 2024
May 2024
September 2024

EPA Period
March 1, 2024 to June 30, 2024
July 1, 2024 to October 31, 2024
November 1, 2024 to February 28, 2025

Option Period 3: March 1, 2025 to February 28, 2026

January 2025
May 2025
September 2025

EPA Period
March 1, 2025 to June 30, 2025
July 1, 2025 to October 31, 2025
November 1, 2025 to February 28, 2026

Option Period 4: March 1, 2026 to February 28, 2027

January 2026
May 2026
September 2026

EPA Period
March 1, 2026 to June 30, 2026
July 1, 2026 to October 31, 2026
November 1, 2026 to February 28, 2027

*NOTE: This schedule assumes that the closing date is in the month of August. In the event that the closing date is not in this month, the schedule shown above will be adjusted accordingly at the time of award to show the proper monthly average from LME to be used for the base period and the **potential price adjustment every four (4) months**. For example: If the closing/bid opening date was delayed until August then the next month's average would be the correct average to use. In the event that effective start date of the contract is delayed, all of the periods of time identified above for "adjustment" shall remain unchanged.

(e) Notification and effective dates:

- (1) It is the responsibility of the Contractor to notify the Contracting Officer immediately upon publication of the adjustment month's average price whenever, based on the above cited formula, there is an increase or decrease in the price of any of the metals for those line items listed at paragraph 'a'.
- (2) The effective date of price adjustments will be in accordance with paragraph 'd' above, "Schedule for Price Adjustments", and will be reflected in a contract modification. The revised price will be applicable to all orders issued after the effective date of the price adjustment modification. Order placed prior to the effective date on the modification will be under the previous period's pricing.

- (3) All Contractor initiated notification shall be submitted in writing to the Contracting Officer. Notification shall include a request for price adjustments along with the calculation of the appropriate adjustment.

- (4) If the Contractor fails to notify the Government of a price decrease, the price reduction will apply to all orders dated on the first day of the price adjustment month.

- (5) If, for administrative reasons solely, at the responsibility of the Government and at no fault of the Contractor, the modification is not issued effective either (i) the first day of the price adjustment month, or (ii) prior to the fifteen days after notification, the effective date of the modification will be fifteen (15) days after notification by the Contractor or in the case of a decrease, fifteen (15) days after the price adjustment month.

RECOVERED CONTENT REQUIREMENTS

ENVIRONMENTAL PROTECTION AGENCY REQUIREMENTS FOR RECOVERED AND/OR POSTCONSUMER MATERIALS

Clusters C, E, and F

Items that contain the following materials as defined by the Environmental Protection Agency's shall meet the recommended minimum percentages of recovered and/or postconsumer materials:

Environmental Protection Agency's Recommended Recovered Fiber Content Levels for Commercial/Industrial Sanitary Tissue Products:

DESCRIPTION	RECOVERED POSTCONSUMER	
NAPKIN	30%	30%
PAPER TOWEL	40%	40%

Environmental Protection Agency's Recommended Recovered Fiber Content Levels for Paperboard and Packaging Products

DESCRIPTION	RECOVERED POSTCONSUMER	
CORRUGATED CONTAINERS	25%	25%
CARRIERBOARD	10%	10%
BAG, PAPER	5%	5% (Note that DeCA's requirement is 40%)

Environmental Protection Agency's Recommended Recovered Materials Content Levels for Manual-Grade Steel Strapping

DESCRIPTION	RECOVERED POSTCONSUMER	
BALE TIES	25%	16%

Within 30 days of contract award, the contractor shall provide a list of all items that are required to contain the minimum Environmental Protection Agency standards of recovered and/or postconsumer materials, and the percentages of Recovered and/or Postconsumer materials for each supply item on the list. The contractor shall provide a report, upon request (no more than twice per contract period), that shows the quantities ordered of each line item that contains required percentages of recovered and/or postconsumer materials. If during the contract any of the items are substituted or the percentage of recovered and/or postconsumer materials changes, the contractor shall provide notice of that change to the Contracting Officer. The reporting shall include the quantities ordered of the replacement item as well the replaced item.

Current information can be found at <http://www.epa.gov/epawaste/conservation/tools/cpg/index.htm>. If standards change, the contractor shall notify the government and adhere to the new standards within 90 days.

Cluster G and H

Items that contain the following materials as defined by the Environmental Protection Agency's shall meet the recommended minimum percentages of recovered and/or postconsumer materials:

Environmental Protection Agency's Recommended Recovered and Postconsumer Fiber Content Levels for Commercial/Industrial Sanitary Tissue Products:

DESCRIPTION	RECOVERED	POSTCONSUMER
NAPKIN	30%	30%
PAPER TOWEL	40%	40%

Environmental Protection Agency’s Recommended Recovered Fiber Content Levels for Paperboard and Packaging Products

DESCRIPTION	RECOVERED POSTCONSUMER	
CORRUGATED CONTAINERS	25%	25%
CARRIERBOARD	10%	10%
BAG, PAPER 5%	5% (Note that DeCA’s requirement is 40%)	

Environmental Protection Agency’s Recommended Recovered Materials Content Levels for Plastic Trash Bags

DESCRIPTION	RECOVERED POSTCONSUMER	
BAG, TRASH10%	n/a	

Environmental Protection Agency’s Recommended Recovered Materials Content Levels for Manual-Grade Steel Strapping

DESCRIPTION	RECOVERED POSTCONSUMER	
BALE TIES	25%	16%

Within 30 days of contract award, the contractor shall provide a list of all items that are required to contain the minimum Environmental Protection Agency standards of recovered and/or postconsumer materials, and the percentages of Recovered and/or Postconsumer materials for each supply item on the list. The contractor shall provide a report, upon request (no more than twice per contract period), that shows the quantities ordered of each line item that contains required percentages of recovered and/or postconsumer materials. If during the contract any of the items are substituted or the percentage of recovered and/or postconsumer materials changes, the contractor shall provide notice of that change to the Contracting Officer. The reporting shall include the quantities ordered of the replacement item as well the replaced item.

Current information can be found at <http://www.epa.gov/epawaste/conservation/tools/cpg/index.htm>. If standards change, the contractor shall notify the government and adhere to the new standards within 90 days.

Current information can be found at <http://www.epa.gov/epawaste/conservation/tools/cpg/index.htm>. If standards change, the contractor shall notify the government and adhere to the new standards within 90 days.

GREEN PROCUREMENT

Green procurement is the purchase of environmentally preferable products and services in accordance with one or more of the established Federal “green” procurement preference programs.

Please note that the Minimum content standards outlined in each CLIN in accordance with the Environmental Protection Agency's Recovered Materials Advisory Notices, are minimums. The contractor is responsible to maintain Environmental Protection Agency designated minimums throughout the term of the contract. Information on the current minimum standards may be found at <http://www.epa.gov/>. DeCA encourages higher than minimum content for recovered material if productusability and cost do not hinder the use of the item.

As new Green products become available on the open market throughout the term of the contract(s), DeCA encourages the contractor(s) to make information on such products available for review. DeCA reserves the right to request item changes that are both better for the environment and economically feasible.

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 66 months.

(End of clause)

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

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

(End of Clause)

52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (DEVIATION 2020-O0008) (MAR 2020)

(a) Definitions. As used in this clause—

“HUBZone small business concern” means a small business concern, certified by the Small Business Administration (SBA), that appears on the List of Qualified HUBZone Small Business Concerns maintained by the SBA (13 CFR 126.103).

“Similarly situated entity” means a first-tier subcontractor, including an independent contractor, that—

(1) Has the same small business program status as that which qualified the prime contractor for the award (e.g., for a small business set-aside contract, any small business concern, without regard to its socioeconomic status); and
(2) Is considered small for the size standard under the North American Industry Classification System (NAICS) code the prime contractor assigned to the subcontract.

(b) Evaluation preference.

- (1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except—
 - (i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and
 - (ii) Otherwise successful offers from small business concerns.
- (2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.
- (3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.
- (c) Waiver of evaluation preference. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes. The agreements in paragraphs (e) and (f) of this clause do not apply if the Offeror has waived the evaluation preference.
- Offeror elects to waive the evaluation preference.
- (d) Independent contractors. An independent contractor shall be considered a subcontractor.
- (e) Limitations on subcontracting. By submission of an offer and execution of a contract, a HUBZone small business concern agrees that, in the case of a contract assigned a NAICS code for—
 - (1) Services (except construction), it will not pay more than 50 percent of the amount paid by the Government for contract performance to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both services and supplies, the 50 percent limitation shall apply only to the service portion of the contract. Other direct costs are excluded to the extent they are not the principal purpose of the contract and cannot be obtained from small business concerns;
 - (2) Supplies (other than procurement from a nonmanufacturer of such supplies), it will not pay more than 50 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 50 percent subcontract amount that cannot be exceeded. When a contract includes both supplies and services, the 50 percent limitation shall apply only to the supply portion of the contract;
 - (3) General construction, it will not pay more than 85 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 85 percent subcontract amount that cannot be exceeded; or
 - (4) Construction by special trade contractors, it will not pay more than 75 percent of the amount paid by the Government for contract performance, excluding the cost of materials, to subcontractors that are not similarly situated entities. Any work that a similarly situated entity further subcontracts will count toward the prime contractor's 75 percent subcontract amount that cannot be exceeded.
- (f) A HUBZone joint venture agrees that the aggregate of the HUBZone small business concerns to the joint venture, not each concern separately, will perform the applicable requirements specified in paragraph (e) of this clause.
- (g) Nonmanufacturer.
 - (1) Unless SBA has waived the requirements of paragraphs (g)(1)(i) through (iii) of this clause in accordance with 13 CFR 121.1204, a HUBZone small business concern that provides an end item it did not manufacture, process, or produce, shall—
 - (i) Provide an end item that a small business has manufactured, processed, or produced in the United States or its outlying areas;
 - (ii) Be primarily engaged in the retail or wholesale trade and normally sell the type of item being supplied; and
 - (iii) Take ownership or possession of the item(s) with its personnel, equipment, or facilities in a manner consistent with industry practice; for example, providing storage, transportation, or delivery.
 - (2) For contracts or orders for multiple end items, at least 50 percent of the total value of the contract or order shall be manufactured, processed, or produced in the United States or its outlying areas by small business concerns.
 - (3) Paragraphs (g)(1) through (2) of this clause do not apply—
 - (i) To construction or service contracts; or
 - (ii) When the Offeror waives the evaluation preference.
- (h) Notice. The HUBZone small business Offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone Offeror is not a HUBZone

small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.
(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020)

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

(b) Definitions. As used in this clause—

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

“Commercial item” means a product or service that satisfies the definition of commercial item in Federal Acquisition Regulation (FAR) [2.101](#)

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

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

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

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

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

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

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

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

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

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

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

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

(A) The subcontractor is registered in SAM; and

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

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

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

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

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

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

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

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

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

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

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

(2) A statement of—

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

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

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

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

(i) Small business concerns;

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns; and

(vi) Women-owned small business concerns.

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

(5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, SAM, veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list

does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.

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

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

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

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

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

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

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

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

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

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

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

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

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating—

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

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

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

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

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

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

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

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

- (i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
- (ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see [52.242-5](#)).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with [52.219-8\(d\)\(2\)](#).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided—

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

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

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

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

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

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the Contractor or subcontractor are not included in these reports. Subcontract awards by affiliates shall be treated as subcontract awards by the Contractor. Subcontract award data reported by the Contractor and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC

or Indian tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports with the exception of subcontracts under a contract awarded by the State Department or any other agency that has statutory or regulatory authority to require subcontracting plans for subcontracts performed outside the United States and its outlying areas.

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

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

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

(B) If a subcontracting plan has been added to the contract pursuant to [19.702\(a\)\(1\)\(iii\)](#) or [19.301-2\(e\)](#), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

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

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

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

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

(2) SSR.

(i) Reports submitted under individual contract plans.

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

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

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702 (a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

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

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

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

(ii) Reports submitted under a commercial plan.

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

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

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

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

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (JUN 2020)--ALTERNATE II (NOV 2016).

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

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

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

“Commercial item” means a product or service that satisfies the definition of commercial item in Federal Acquisition Regulation (FAR) 2.101.

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

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

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

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

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

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

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

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

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

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

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

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

(A) The subcontractor is registered in SAM; and

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

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

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

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

(1) Separate goals, expressed in terms of total dollars subcontracted, and as a percentage of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. For individual subcontracting plans, and if required by the Contracting Officer, goals shall also be expressed in terms of percentage of total contract dollars, in addition to the goals expressed as a percentage of total subcontract dollars. The Offeror shall include all subcontracts that contribute

to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with 43 U.S.C. 1626--

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

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

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

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

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

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

(2) A statement of --

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

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

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

(v) Total dollars planned to be subcontracted to HUBZone small business concerns;

(vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and

(vii) Total dollars planned to be subcontracted to women-owned small business concerns.

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

(i) Small business concerns,

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns, and

(vi) Women-owned small business concerns.

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

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

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

(i) Small business concerns (including ANC and Indian tribes);

(ii) Veteran-owned small business concerns;

(iii) Service-disabled veteran-owned small business concerns;

(iv) HUBZone small business concerns;

(v) Small disadvantaged business concerns (including ANC and Indian tribes); and

(vi) Women-owned small business concerns.

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

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

(9) Assurances that the Offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the Offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the Offeror will--

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the Offeror with the subcontracting plan;

(iii) After November 30, 2017, include subcontracting data for each order when reporting subcontracting achievements for indefinite-delivery, indefinite-quantity contracts with individual subcontracting plans where the contract is intended for use by multiple agencies;

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

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

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

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

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

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

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

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, indicating --

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

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

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

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

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

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

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

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

(A) Trade associations;

(B) Business development organizations;

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

(D) Veterans service organizations.

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

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

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

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

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

(i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or

(ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.

(13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.

(14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.

(15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).

(e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:

(1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.

(2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.

(3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.

(4) Confirm that a subcontractor representing itself as a HUBZone small business concern is certified by SBA as a HUBZone small business concern in accordance with 52.219-8(d)(2).

(5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.

(6) For all competitive subcontracts over the simplified acquisition threshold, as defined in FAR 2.101 on the date of subcontract award, in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, prior to award of the subcontract the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror and if the successful subcontract offeror is a small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concern.

(7) Assign each subcontract the NAICS code and corresponding size standard that best describes the principal purpose of the subcontract.

(f) A master subcontracting plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the Offeror by this clause; provided--

(1) The master subcontracting plan has been approved;

(2) The Offeror ensures that the master subcontracting plan is updated as necessary and provides copies of the approved master subcontracting plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master subcontracting plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

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

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

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items, or when

the subcontractor provides a commercial item subject to the clause at 52.244-6, Subcontracts for Commercial Items, under a prime contract.

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

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

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

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

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

(B) If a subcontracting plan has been added to the contract pursuant to 19.702(a)(1)(iii) or 19.301-2(e), the Contractor's achievements must be reported in the ISR on a cumulative basis from the date of incorporation of the subcontracting plan into the contract.

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

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

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

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

(2) SSR.

(i) Reports submitted under individual subcontracting plans.

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

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

(C) If the Contractor or a subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over the applicable threshold specified in FAR 19.702 (a), and the contract contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime contractors.

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

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

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

(ii) Reports submitted under a commercial plan.

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

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

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

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

(End of clause)

52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (NOV 2020)

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

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

Small business concern--

(1) Means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (d) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(2) Affiliates, as used in this definition, means business concerns, one of whom directly or indirectly controls or has the power to control the others, or a third party or parties control or have the power to control the others. In determining whether affiliation exists, consideration is given to all appropriate factors including common ownership, common management, and contractual relationships. SBA determines affiliation based on the factors set forth at 13 CFR 121.103.

(b) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, upon occurrence of any of the following:

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

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

(3) For long-term contracts--

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

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

(c) If the Contractor represented that it was any of the small business concerns identified in 19.000(a)(3) prior to award of this contract, the Contractor shall rerepresent its size and socioeconomic status according to paragraph (f) of this clause or, if applicable, paragraph (h) of this clause, when the Contracting Officer explicitly requires it for an order issued under a multiple-award contract.

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

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

(f) Except as provided in paragraph (h) of this clause, the Contractor shall make the representation(s) required by paragraph (b) and (c) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause, or with its offer for an order (see paragraph (c) of this clause), that the data have been validated or updated, and provide the date of the validation or update.

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

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

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

(2) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a women-owned small business concern.

(4) Women-owned small business (WOSB) concern eligible under the WOSB Program. [Complete only if the Contractor represented itself as a women-owned small business concern in paragraph (h)(3) of this clause.] The Contractor 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 (h)(4)(i) of this clause is accurate for each WOSB concern eligible under the WOSB Program participating in the joint venture.

[The Contractor shall enter the name or names of the WOSB concern eligible under the WOSB Program and other small businesses that are participating in the joint venture: .] Each WOSB concern eligible under the WOSB Program participating in the joint venture shall submit a separate signed copy of the WOSB representation.

(5) Economically disadvantaged women-owned small business (EDWOSB) concern. [Complete only if the Contractor represented itself as a women-owned small business concern eligible under the WOSB Program in (h)(4) of this clause.] The Contractor represents that--

(i) It [] is, [] is not an EDWOSB 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 (h)(5)(i) of this clause is accurate for each EDWOSB concern participating in the joint venture. [The Contractor 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.

(6) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that it [] is, [] is not a veteran-owned small business concern.

(7) [Complete only if the Contractor represented itself as a veteran-owned small business concern in paragraph (h)(6) of this clause.] The Contractor represents that it [] is, [] is not a service-disabled veteran-owned small business concern.

(8) [Complete only if the Contractor represented itself as a small business concern in paragraph (h)(1) of this clause.] The Contractor represents that--

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

(ii) It [] is, [] is not a HUBZone joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (h)(8)(i) of this clause is accurate for each HUBZone small business concern

participating in the HUBZone joint venture. [The Contractor shall enter the names of each of the HUBZone small business concerns participating in the HUBZone joint venture: .] Each HUBZone small business concern participating in the HUBZone joint venture shall submit a separate signed copy of the HUBZone representation.

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

(End of clause)

52.222-26 EQUAL OPPORTUNITY (SEPT 2016)

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

Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if--

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

United States means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c) (1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5)(i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees and applicants by--

(A) Incorporation into existing employee manuals or handbooks; and

(B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.

(6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

(7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.

(8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.

(9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized

records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.

(10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.

(11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.

(12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance; provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

(d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR part 60-1.

(End of clause)

52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(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 Federal Acquisition Regulation (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 valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, 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 (JUN 2020)

(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 the threshold specified in Federal Acquisition Regulation (FAR) 22.1408(a) on the date of subcontract award, 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)

52.223-9 ESTIMATE OF PERCENTAGE OF RECOVERED MATERIAL CONTENT FOR EPA-DESIGNATED ITEMS (MAY 2008)

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

Postconsumer material means a material or finished product that has served its intended use and has been discarded for disposal or recovery, having completed its life as a consumer item. Postconsumer material is a part of the broader category of "recovered material."

Recovered material means waste materials and by-products recovered or diverted from solid waste, but the term does not include those materials and by-products generated from, and commonly reused within, an original manufacturing process.

(b) The Contractor, on completion of this contract, shall--

(1) Estimate the percentage of the total recovered material content for EPA-designated item(s) delivered and/or used in contract performance, including, if applicable, the percentage of post-consumer material content; and

(2) Submit this estimate to (Contracting Officer complete in accordance with agency procedures).

Items that contain the following materials as defined by the Environmental Protection Agency's shall meet the recommended minimum percentages of recovered and/or postconsumer materials:

Environmental Protection Agency's Recommended Recovered and Postconsumer Fiber Content Levels for Commercial/Industrial Sanitary Tissue Products:

DESCRIPTION	RECOVERED	POSTCONSUMER
NAPKIN	30%	30%
PAPER TOWEL	40%	40%

Environmental Protection Agency’s Recommended Recovered Fiber Content Levels for Paperboard and Packaging Products

DESCRIPTION	RECOVERED POSTCONSUMER	
CORRUGATED CONTAINERS	25%	25%
CARRIERBOARD	10%	10%
BAG, PAPER	5%	5% (Note that DeCA’s requirement is 40%)

Environmental Protection Agency’s Recommended Recovered Materials Content Levels for Plastic Trash Bags

DESCRIPTION	RECOVERED POSTCONSUMER	
BAG, TRASH	10%	n/a

Environmental Protection Agency’s Recommended Recovered Materials Content Levels for Manual-Grade Steel Strapping

DESCRIPTION	RECOVERED POSTCONSUMER	
BALE TIES	25%	16%

Within 30 days of contract award, the contractor shall provide a list of all items that are required to contain the minimum Environmental Protection Agency standards of recovered and/or postconsumer materials, and the percentages of Recovered and/or Postconsumer materials for each supply item on the list. The contractor shall provide a report, upon request (no more than twice per contract period), that shows the quantities ordered of each line item that contains required percentages of recovered and/or postconsumer materials. If during the contract any of the items are substituted or the percentage of recovered and/or postconsumer materials changes, the contractor shall provide notice of that change to the Contracting Officer. The reporting shall include the quantities ordered of the replacement item as well the replaced item.

Current information can be found at <http://www.epa.gov/epawaste/conservation/tools/cpg/index.htm>. If standards change, the contractor shall notify the government and adhere to the new standards within 90 days.

Current information can be found at <http://www.epa.gov/epawaste/conservation/tools/cpg/index.htm>. If standards change, the contractor shall notify the government and adhere to the new standards within 90 days.

(End of clause)

52.228-4502 OTHER INSURANCE REQUIREMENTS (OCT 1995)

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance and shall furnish a certificate upon request by the Contracting Officer:

- (1) Workmen's Compensation: As required by law of the State
- (2) Employer's Liability: \$100,000
- (3) Comprehensive General Liability: \$500,000 each occurrence.

52.232-36 PAYMENT BY THIRD PARTY (MAY 2014)

(a) General.

(1) Except as provided in paragraph (a)(2) of this clause, the Contractor agrees to accept payments due under this contract, through payment by a third party in lieu of payment directly from the Government, in accordance with the terms of this clause. The third party and, if applicable, the particular Governmentwide commercial purchase card to be used are identified elsewhere in this contract.

(2) The Governmentwide commercial purchase card is not authorized as a method of payment during any period the System for Award Management (SAM) indicates that the Contractor has delinquent debt that is subject to collection under the Treasury Offset Program (TOP). Information on TOP is available at <http://fms.treas.gov/debt/index.html>. If the SAM subsequently indicates that the Contractor no longer has delinquent debt, the Contractor may request the Contracting Officer to authorize payment by Governmentwide commercial purchase card.

(b) Contractor payment request.

(1) Except as provided in paragraph (b)(2) of this clause, the Contractor shall make payment requests through a charge to the Government account with the third party, at the time and for the amount due in accordance with those clauses of this contract that authorize the Contractor to submit invoices, contract financing requests, other payment requests, or as provided in other clauses providing for payment to the Contractor.

(2) When the Contracting Officer has notified the Contractor that the Governmentwide commercial purchase card is no longer an authorized method of payment, the Contractor shall make such payment requests in accordance with instructions provided by the Contracting Officer during the period when the purchase card is not authorized.

(c) Payment. The Contractor and the third party shall agree that payments due under this contract shall be made upon submittal of payment requests to the third party in accordance with the terms and conditions of an agreement between the Contractor, the Contractor's financial agent (if any), and the third party and its agents (if any). No payment shall be due the Contractor until such agreement is made. Payments made or due by the third party under this clause are not payments made by the Government and are not subject to the Prompt Payment Act or any implementation thereof in this contract.

(d) Documentation. Documentation of each charge against the Government's account shall be provided to the Contracting Officer upon request.

(e) Assignment of claims. Notwithstanding any other provision of this contract, if any payment is made under this clause, then no payment under this contract shall be assigned under the provisions of the assignment of claims terms of this contract or the Assignment of Claims Act of 1940 (31 U.S.C. 3727, 41 U.S.C. 6305).

(f) Other payment terms. The other payment terms of this contract shall govern the content and submission of payment requests. If any clause requires information or documents in or with the payment request, that is not provided in the third party agreement referenced in paragraph (c) of this clause, the Contractor shall obtain instructions from the Contracting Officer before submitting such a payment request.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>
<https://www.acquisition.gov/comp/far/index.html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (NOV 2020)

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 (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)

252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

(a) Definitions. As used in this clause-

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200

(ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html.

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at http://www.aimglobal.org/?Reg_Authority15459.

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html.

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparable and DoD serially managed nonreparable as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

(1) Unique item identifier.

(2) Unique item identifier type.

(3) Issuing agency code (if concatenated unique item identifier is used).

(4) Enterprise identifier (if concatenated unique item identifier is used).

(5) Original part number (if there is serialization within the original part number).

(6) Lot or batch number (if there is serialization within the lot or batch number).

(7) Current part number (optional and only if not the same as the original part number).

(8) Current part number effective date (optional and only if current part number is used).

(9) Serial number (if concatenated unique item identifier is used).

(10) Government's unit acquisition cost.

(11) Unit of measure.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.

- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.**
- (4) Issuing agency code (if concatenated unique item identifier is used).**
- (5) Enterprise identifier (if concatenated unique item identifier is used).**
- (6) Original part number (if there is serialization within the original part number).**
- (7) Lot or batch number (if there is serialization within the lot or batch number).**
- (8) Current part number (optional and only if not the same as the original part number).**
- (9) Current part number effective date (optional and only if current part number is used).**
- (10) Serial number (if concatenated unique item identifier is used).**
- (11) Description.

** Once per item.

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by subcontract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires

that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")	ACT
_____	_____
_____	_____

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

(i) Payments for partial deliveries that have been accepted by the Government;

(ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;

(iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.

(2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

(1) Electronic Data Interchange.

(2) Secure File Transfer Protocol.

(3) Direct input through the WAWF website.

(d) The Contractor may submit a payment request and receiving report using methods other than WAWF only when-

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

(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 on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.cb.mil/>.

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

(End of clause)

ADDENDUM 52.212-4

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

(c) Changes. The government may issue unilateral written modifications that do not affect the substantive rights of the parties. Examples of administrative modifications are corrections in the payment office address or changes to the accounting and appropriation data.

(i) Payment. Authorized ordering officers are defined as DeCA employees that are Government Purchase Card (GPC) holders located at the commissaries or CDCs.

(u) Periods of Performance are as follows:

Base Year: March 1, 2022 through February 28, 2023
Option Year 1: March 1, 2023 through February 29, 2024
Option Year 2: March 1, 2024 through February 28, 2025
Option Year 3: March 1, 2025 through February 28, 2026
Option Year 4: March 1, 2026 through February 28, 2027

(v) Availability: All supplies, as described in the solicitation (or resulting ordering guide including all future modifications) shall be available for order at any time throughout the period of this contract. Changes, as well as additions, deletions or case pack changes of any item shall not be made without the written consent of the Contracting Officer through a contract modification.

(w) Ordering and Delivery Requirements:

Facsimile, E-Mail or Phone Ordering: The contractor may use facsimile (fax) or phone based ordering process/system for use by stores to place orders. As a minimum, any proposed fax or phone ordering system must offer the following:

1. The contractor shall provide authorized users (GPC holders) with a password or Personal Identification Number (PIN) at time of registration on ordering web-site. The contractor shall have office procedures that are designed to keep GPC information safeguarded and secure. Offerors must provide a statement verifying such procedures.
2. Orders will be placed by FAX, encrypted e-mail or phone directly to the contractor, in accordance with the line items identified on the current ordering guide, by authorized individuals using a unique purchase request number for each order.
3. The contractor may reject orders based on invalid credit card information or failure to meet minimum order amount as stated in 52.216-19, "Ordering Limitations."
4. Prior to shipment, but no later than 3 days after order placement, the contractor shall provide ordering/store personnel an electronic confirmation/acknowledgement for each order. Notification shall include the following at a minimum:

Store/CDC Supplied Purchase Request Number Items Ordered

Total Amount of Order Expected Shipping Date

A list of any out-of-stock/backordered items with estimated availability dates*

*Upon receipt of notification, store personnel will make a determination to either delete the item(s) from the order or allow it to remain for later delivery as agreed to by both parties.

5. The required delivery schedule for all items ordered is 14 days after placement of order (to the point of embarkation). The required delivery schedule for all items ordered for Alaska and Hawaii is 21 days after placement of order.
6. Once the order has been shipped, the contractor is authorized to charge the credit card for the appropriate amount. The order number must be present on the statement issued from the bank so proper identification can be made. Normal credit card payment and dispute procedures apply. Upon receipt of the item(s) at the store, a physical inspection will be performed. After delivery, items found to comply with the terms and conditions of the contract will be accepted by the store. Items found to be in non-compliance with the terms and conditions of the contract will be rejected by the store. In the case of a rejection, the store will contact the contractor directly to coordinate replacement of the item or items. Rejected items will be replaced by the contractor at no additional charge within 10 days.

(x) For the purpose of this solicitation, use of the term "delivery order" or "task order" means any order placed by DeCA headquarter personnel or GPC order placed by any DeCA authorized ordering officers (Store/CDC Personnel).

(y) Product samples: The awardee shall provide a sample of certain items (to be identified by DeCA) within 30 days of award. DeCA may require the contractor to provide product samples of any item during the contract performance period to ensure contract compliance. No more than one of each item may be requested per contract year unless quality control problems have been identified for a particular item.

(z) Transportation Requirements:

All Shipments are to be FOB: Destination – Transshipment Point (Point of Embarkation)

GENERAL Below is a list of the steps that will be taken to coordinate transportation requirements of each delivery order.

A. CONTAINER UTILIZATION

The Government will, to the extent practicable, order in quantities sufficient to provide maximum utilization of a 20 foot or 40 foot container. Maximum utilization occurs where the cube and/or weight of a container is filled with a line item or combination of line items to fill a minimum of 75% of the cubic or weight capacity of the container. If the quantity from a delivery order is such that a container cannot be filled to meet maximum utilization of a 20 foot container, the contractor will contact DeCA West Traffic Manager and advise them of this. The Traffic Manager will direct them to go ahead and ship the 20 foot container with proper blocking and bracing for over the ocean movement or direct them to make arrangement to have the pallets moved to Coastal Pacific in Stockton for onward movement to the Pacific Theater and Guam.

B. SYSTEMS ACCESS REQUIREMENTS

The contractor must be able to access the SDDC (Military Surface Deployment and Distribution Command) website to process shipments through ESS (Electronic Shipper System). The contractor must contact DeCA West Transportation office and provide physical address where containers are going to be loaded, telephone number and point of contact for their shipping requirements. DeCA West Transportation will provide instructions on how to obtain user id and password for ESS. (Shipping point of contact needs to have a valid e-mail address in order to get user id and password for ESS)

C. INFORMATION REQUIRED FROM THE CONTRACTOR

1. Within three (3) workdays after the order is issued, the contractor will notify DeCA West Transportation Office via fax or e-mail what their container requirements are. The e-mail or fax must contain the following information by final destination: Requisition number, ESS ID number, quantity of containers and size of containers required.

D. NOTIFICATION OF OCEAN CARRIER

Within 24 hours after providing DeCA West Transportation of their container requirements contractor can go into ESS and retrieve the booking number, carrier name and DeCA cut-off date.

All containers will ship off of the West Coast from either Los Angeles or San Francisco, California. All bookings are Pier to Door service. It is the contractor's

responsibility to obtain the containers from the carrier and return them to the port prior to the cut-off date.

E. CONTAINER TO BE USED IN FILLING ORDERS

The below information indicates the sizes that are available to use for shipment to the Pacific Theater and Guam.

- I. 20 Foot Standard Containers:
Approximate inside Dimensions: Length: 19' 4"
Width: 7' 8" Height: 7' 9" Approximate Cubic
Capacity: 1158-1186
Approximate Weight Capacity: 39,380-47,880
- II. 40 Foot Standard Containers:
Approximate inside Dimensions: Length: 39' 6"
Width: 7' 8" Height: 7' 10" Approximate Cubic
Capacity: 2390-2397 cubic feet
Approximate Weight Capacity: 58,820-60,740
- III. 40 Foot High Cube Containers
Approximate inside Dimensions: Length: 39' 6"
Width: 7' 8" Height: 8' 10" Approximate Cubic
Capacity: 2700-2715 cubic feet
Approximate Weight Capacity: 58,970-60,400

F. DOCUMENTATION

After the container is loaded and prior to the container being drayed to the port, the shipping point of contact needs to go into ESS and enter the pieces, weight, cube, and seal number for each container.

Prior to sealing each container the shipping point of contact needs to print out the SI (shipping instruction) from ESS and affix a copy of it to the inside of the containers door.

G. CUT-OFF DATE

All containers must be at the designated POE by the specified cut-off date. The required "Cut-Off" date provided to the Contractor will allow no more than fourteen (14) calendar days after notification of the "Booking Number". The required delivery schedule for all items ordered for Alaska and Hawaii is 21 days after placement of order.

H. ORDER SIZE.

Orders for supplies placed under this contract may be for a full container or less than a full container (see paragraph A titled; "Container UTILIZATION") size delivery. If the order is for a full container size requirement, the Contractor will be expected to follow the procedures set forth under TRANSPORTATION REQUIREMENTS. If the order is for less than full container size requirement, the contractor will be responsible for properly shipping the order to the destination shown under DELIVERY INSTRUCTIONS (see paragraph (y) below).

DELIVERY INSTRUCTIONS - LESS THAN MAXIMUM UTILIZATION OF CONTAINERS

The Contractor shall follow instructions indicated below for all small quantity deliveries.

1. EACH BOX IS TO BE IDENTIFIED WITH A WATERPROOF/SMUDGEPROOF LABEL. THE LABEL SHALL LIST THE REQUISITION NUMBER, 13 DIGIT CONTRACT NUMBER (AND DELIVERY ORDER NUMBER IF APPLICABLE), AS WELL AS THE NAME OF THE REQUESTING ACTIVITY.

(aa) Reporting Requirements: The contractor shall provide an electronic spreadsheet (excel spreadsheet) by the 10th of each month to the Contracting Officer showing the previous month’s sales information. This spreadsheet shall provide the following information:

Store Name (actual store name) Order Number (DeCA Provided)
 Item Number (must match the Item number on the Ordering Guide – no substitutions) Item Cost
 Item Quantity Total Item Cost
 Total Cost for the Roll-Up Period

The report shall be in the following excel format:

Store / Location Name	Order number	Item Number	Item Cost	Quantity	Total Item Cost	Monthly Total
Subtotal for <i>[Name of Store]</i>						
Total for all Stores						

The government may request additional reports as needed using the format above (with different date ranges) at no cost. Other reports may be submitted by the contractor at their discretion.

TESTING OF PAPER BAGS

The contractor shall provide a yearly grocery bag specification compliance report, to DeCA at no added cost to DeCA, that shows that the bags provided through this contract are meeting the current minimum specifications(as follows):

BAG, GROCERY, KRAFT PAPER, 1/6 BARREL, UNBLEACHED KRAFT PAPER. GROCERY BAG SHALL BE 1/6 BARREL, (1386 CUBIC INCHES), WITH THE FOLLOWING MEASUREMENTS: 12" FACE WIDTH X 7" GUSSET X 17" LENGTH. BAGS SHALL BE HEAVY DUTY, SELF-OPENING, SINGLE WALL, AND MADE WITH A MINIMUM 40% POST-CONSUMER OR RECOVERED FIBER. MINIMUM PAPER STRENGTH SHALL BE AS FOLLOWS:

TEAR M.D. 120 GRAM (TAPPI TEST T414 OR EQUAL) TEAR C.D. 140 GRAM (TAPPI TEST T414 OR EQUAL) TENSILE M.D. 50 LB/IN (TAPPI TEST T404 OR EQUAL) MULLEN 45 LB

(TAPPI TEST T403OR EQUAL)

The report shall include testing of paper grocery bags from twelve (12) different manufacturing lots (preferably one from each month). If using more than one (1) manufacturing facility, the testing shall include samples from all manufacturing facilities.

The report shall be sent to the following address directly from an independent* and reputable testing company/organization:

Defense Commissary
Agency Attn:
Contracting Officer,
CCQSM 1300 E
Avenue
Fort Lee, VA 23801-1800

*An independent company is not one that is financially influenced by the prime contractor, subcontractors to the prime, or one that supplies grocery bags to the prime or its subcontractors.

DeCA Reserves the right to request (at no cost to DeCA) additional quality test report if the quality of the bags are in question or it is suspected that they do not meet the minimum specifications outline above. DeCA also reserves the right to all other contractual remedies.

FOIA INFO

IMPORTANT INFORMATION FREEDOM OF INFORMATION ACT (FOIA)

SOLICITATION AND CONTRACTS FOIA AND POSTING NOTICE

Any award(s) resulting from issuance of this solicitation or quote may be posted in the DeCA Freedom of Information Act (FOIA) electronic reading room at www.commissaries.com. The posting will contain the total contract award amount, as well as any awarded individual contract line item pricing (CLIN and Sub-CLIN). Unexercised option prices will not be published. In compliance with the provisions of Executive Order 12600, the contract holder may identify to the agency FOIA Officer (foia@deca.mil), within 21 calendar days of the contract award date, any information contained in the contract that it deems to be confidential commercial information. The FOIA officer will review the submission and contact the contract holder with a decision. Failure to identify any such information will be interpreted by the Agency as the contract holder having no such information to identify or withhold from posting in the FOIA electronic reading room.

The postings typically take place at a minimum of two distinct points; upon the initial award of the contract and then again after the final option period has been exercised. However, should a FOIA request for the contract be received in the interim, the contract may be reposted including any awarded contract pricing up to the date of the FOIA request. Unexercised option prices will not be published.

This action is being taken to ensure contract award information is available to the general public, as it was in the past, pursuant to the President's January 21, 2009 memorandum regarding the Freedom of Information Act (FOIA).

