

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT				1. CONTRACT ID CODE	PAGE OF PAGES 1 9
2. AMENDMENT/MODIFICATION NO. 0001		3. EFFECTIVE DATE Nov 15, 2008	4. REQUISITION/PURCHASE REQ. NO.	5. PROJECT NO. (If applicable)	
6. ISSUED BY DEFENSE SUPPLY CENTER PHILADELPHIA, PACIFIC REGION REGIONAL PROCUREMENT OFFICE 440 FULLER WAY, BLDG 280 PEARL HARBOR, HI 96860-4967		CODE	7. ADMINISTERED BY (If other than Item 6)	CODE	
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)			(X)	9A. AMENDMENT OF SOLICITATION NO. SPM302-08-R-0002	
			<input checked="" type="checkbox"/>	9B. DATED (SEE ITEM 11) Jun 11, 2008	
			<input type="checkbox"/>	10A. MODIFICATION OF CONTRACT/ORDER NO.	
			<input type="checkbox"/>	10B. DATED (SEE ITEM 13)	
CODE		FACILITY CODE			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers is extended, is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:
 (a) By completing items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

13. THIS ITEM ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
<input type="checkbox"/>	
<input type="checkbox"/>	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
<input type="checkbox"/>	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
<input type="checkbox"/>	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor is not, is required to sign this document and return _____ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)
 RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

The dates for receipt of offers and the pre-proposal conference have not yet been determined. This amendment does not include the revisions for the Economic Price Adjustment, which will be issued in a forthcoming amendment.

Amendment no. 0001 is continued on page 2.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print)	
15B. CONTRACTOR/OFFEROR		16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR
DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

1. **CONTRACT CLAUSES** are revised as follows:

a. **FAR 52.212-4, Contract Terms and Conditions -- Commercial Items**, page 6 of the RFP. Revise “(Feb 2007)” to “(Oct 2008)” in the clause title and note.

b. Delete pages 8-12 of the RFP, and replace with the revised pages 8-12 (attached). The changes are as follows:

1) **FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items**, page 8. The “(Dec 2007)” clause is updated to the “(Oct 2008)” revision.

2) **DFARS 252.212-7001, Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items**, page 11. The “(Apr 2007)” clause is updated to the “(Sep 2008)” revision.

c. **DSCP 52.211-9P36, FDA Compliance (Jan 1992)**, page 18. This clause is deleted and replaced by **DLAD 52.211-9046, FDA Compliance (Apr 2008 Medical And Subsistence)** as set forth in full text below.

DLAD 52.211-9046 FDA COMPLIANCE (APR 2008 MEDICAL and SUBSISTENCE)

If any supplies acquired hereunder are recalled under the provisions of the Federal Food, Drug and Cosmetic Act, and regulations there under, the contractor shall, at the Government’s option, either reimburse the Government or repair/replace the recalled supplies. Additionally, the contractor shall notify the contracting officer immediately when a firm decides to voluntarily recall or withdraw any product from the marketplace. Upon notification by the contracting officer that supplies acquired hereunder have been recalled, the contractor shall either (a) accept Certificates of Destruction from the Government after the supplies have been properly disposed of, (b) request return of the supplies, or (c) if supplies may be repaired on site without transporting them from their location, furnish all materials necessary to effect repairs. Replacement or reimbursement will be accomplished by the contractor immediately on receipt of Certificates of Destruction or returned supplies. The costs of replacement or repair of supplies, and transportation and handling costs for movement of returned, replaced or repaired supplies within the continental United States shall be paid by the contractor. The provisions of this clause are applicable only when the value of the recalled supplies in the possession of the Government amounts to \$100 or more. The rights and remedies of the Government provided in this clause are in addition to, and do not limit, any rights afforded to the Government by any other clause in the contract.

d. **FAR 52.216-19, Order Limitations (Oct 1995)**, page 18. Paragraph (a), Minimum order, is revised from “\$50.00” to “\$100.00”.

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

e. Delete page 19 of the RFP and replace with the revised pages 19 and 19-1 (attached). **DSCP 52.216-9P04, Responsibility for Administration of Delivery Orders (Aug 1992)**, is deleted and replaced by **DLAD 52.201-9001, Ordering Officers under the Contract (Apr 2008)**.

f. Delete pages 23-32 of the RFP and replace with revised pages 23-32 (attached). The changes are as follows:

1) **DSCP 52.217-9P12, Option for Indefinite-Delivery, Indefinite-Quantity Contract Term Extension**, page 23. The “(Mar 2004)” clause is updated to the “(Oct 2008)” revision. Paragraph (c) is revised from “three (3) additional 18-month period(s)” to “two (2) additional 18-month period(s)”. Paragraph (h) is revised from “72 months” to “54 months” for the total duration of any options exercised.

2) **DLAD 52.219-9003, DLA Mentoring Business Agreements (MBA) Performance (Dec 1997)** on page 24 is deleted.

3) **DFARS 252.225-7012, Preference for Certain Domestic Commodities**, page 25. The “(Jan 2007)” clause is updated to the “(Mar 2008)” revision.

4) **DSCP 52.231-9P03, Rebates/Discounts and Price-Related Provisions (Jan 2008)**, on page 26 is deleted.

5) **DSCP 52.246-9P29, Administrative Cost to the Government in Processing Contract Modifications (Jan 1992)**, on page 27 is deleted.

6) **DSCP 52.246-9P31, Sanitary Conditions (Jan 1998)**, page 28. This clause is deleted and replaced by **DLAD 52.246-9044, Sanitary Conditions (Aug 2008)**.

7) **DSCP 52.246-9P32, Federal Food, Drug and Cosmetic Act-Wholesome Meat Act (Jan 1992)**, page 30. This clause is deleted and replaced by **DLAD 52.246-9045, Federal Food, Drug And Cosmetic Act-Wholesale Meat Act (Aug 2008)**.

8) **FAR 52.203-14, Display of Hotline Poster(s), (Dec 2007)** is added on the attached page 31.

9) **FAR 52.252-2, Clauses Incorporated by Reference (Feb 1998)**, page 32. The clause is revised as follows:

a) **DFARS 252.203-7002, Display of DoD Hotline Poster (Dec 1991)**, is deleted.

b) **FAR 52.208-9, Contractor Use of Mandatory Sources of Supply or Services**. Revise “(Jun 2006) to “(Oct 2008)”.

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR
DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

c) **FAR 52.212-4, Contract Terms and Conditions -- Commercial Items.** Revise “(Feb 2007)” to “(Oct 2008)”.

d) **FAR 52.232-17, Interest.** Revise “(Jun 1996)” to “(Oct 2008)”.

2. STATEMENT OF WORK

a. SCOPE

1) Delete pages 33-36 of the RFP and replace with revised pages 33-36 (attached). The changes are as follows:

a) **Paragraph 1, Introduction,** subparagraph B, page 33. The table is deleted in its entirety and replaced by a new table that reflects the addition of Hale Koa Hotel to Lot no. 1, and the shorter contract term of 4.5 years vice 6 years. The 4th subparagraph on page 34 is revised from “SPM302-07-R-0001” to “SPM302-08-R-0002”.

b) **Paragraph 2, Effective Period of Contract,** page 34. This paragraph is revised to reflect “two (2)” vice “three (3)” 18-month options, for a total of “54 months (4.5 years)” vice “72 months (6 years)”. The commencement date is revised from “01 October 2008” to “15 June 2009”.

c) **Paragraph 3, Estimated Dollar Value/Guaranteed Minimum/Maximum,** page 34. Add as the last sentence: “The guaranteed minimum, although based on estimates, is a firm dollar amount calculated as a percentage of the estimated dollar; that firm dollar amount constitutes the Government’s legal ordering obligation under the contract.”

d) **Paragraph 4, Options.**

1) Subparagraph A, page 35. Revise “Acceptance of three 18-month option periods by the successful contractor is mandatory.” to “Acceptance of two 18-month option periods by the successful contractor is mandatory.”

2) Subparagraph D, page 36. Delete the last two sentences: “The base or any option period may be shortened if the maximum, or in the case of emergencies and/or mobilization, alternate maximums are reached prior to end of the 18-month period then in effect (see alternate maximums set forth on page 27). In the event that the base period or option periods are shortened because the applicable maximum is reached, the following option period may be exercised in accordance with the term of option clause 52.217-9P12.”

d) **Paragraph 5, Potential Increase in Customer Base for Guam,** subparagraph B, page 36. Revise “The government anticipates a substantial increase of active duty personnel in

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM FY 2012.” to “The government anticipates a substantial increase of active duty personnel in FY 2014.”

b. REQUIREMENTS

1) Delete page 38 of the RFP and replace with revised pages 38 and 38-1 (attached). The changes are as follows:

a) **Paragraph 4, Discounts and Rebates**, page 38. This paragraph is deleted and replaced by the revised Rebates/Discounts and Price Related Provisions.

b) **Paragraph 5, Defense Appropriation Act**, page 38. Delete the entire text under this paragraph and replace with the revised text.

2) **Paragraph 10, Order Placement**, subparagraph A, page 40. Revise “Minimum order requirement for any resultant contract is \$50.00. The \$50.00 minimum does not apply to any emergency orders.” to “Minimum order requirement for any resultant contract is \$100.00. The \$100.00 minimum does not apply to any emergency orders.”

3) **Paragraph 13, Delivery Instructions**, subparagraph D, page 42. Revise “The offeror shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.” to “The contractor shall also ensure that the personnel loading and delivering the product provide prompt and efficient service to the customer.”

4) **Paragraph 16, Rejection/Return Procedures**, subparagraph C, page 43. Insert “the” between “The vendor delivery ticket/invoice will show that product is a replacement for” and “rejected item”.

5) **Paragraph 21, Emergency Orders**, page 47. Add as the last sentence: “The contractor will provide a minimum of one emergency order (excluding mobilization actions) per month per customer.”

6) **Paragraph 22, Contracting Quality Program**, page 47. Revise “Contracting” to “Contractor” in paragraph title.

7) **Paragraph 24, Product Sanitarily Approved Source Requirements**, page 48. Revise: “For detailed information see Clause 52.246-9P31...” to “For detailed information see Clause 52.246-9044...”

8) **Paragraph 25, Contractor Quality Audits**, page 48. Add “at no additional cost to the Government” after “Contractors shall be responsible for providing a location of the quality audit and the cost of product, up to \$1000.00 per audit”

9) **Paragraph 30, Surge/Mobilization**, page 50. Add the following subparagraph:

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR
DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

“c. See Submission Requirements, Technical Proposal, Factor 4 – Surge and Sustainment, Wartime Catalog Solicitation Submission Worksheet, for similar previous requirements that could be submitted during a surge event.”

10) **Paragraph 31, Management Reports**, page 51. Add the following subparagraph:

“7) Non-Domestic Report – On a monthly basis, the contractor shall create and electronically transmit an Excel spreadsheet to the contracting office with the stock number, item description, case count, pounds, and dollar value of non-domestic orders filled during the month. The contractor shall code the EDI 832 “Comment” segment with ND for each non-domestic item so that DSCPP can evaluate the 832 as a systems solution. If DSCPP is able to develop a systematic reporting tool using the EDI 832, the monthly non-domestic reporting requirements will be removed by future modification.”

11) **Paragraph 35, NAPA Tracking Program**, Subparagraph A.a.i., Format, page 53. Insert “for” between “Request to change from one format to another must be forwarded to the contracting officer” and “approval”.

12) **Paragraph 36, Contract Phase-out** is added as follows:

“36 CONTRACT PHASE-OUT

- A. In the event the follow-on contract is awarded to a firm other than the incumbent contractor, the Government intends to: (i) make award approximately 30 days prior to the expiration date of the incumbent contract, (ii) establish a time phased transition schedule during the incumbent’s contract final 30 days of operation, and (iii) phase in customer ordering points to the new contractor on a schedule that is in the best interest of the Government. During this period, the incumbent contractor will remain the principal source of produce.
- B. Within 14 days after notification of award, the outgoing incumbent contractor will submit to the Contracting Officer a proposed ramp-down schedule to include a Total Asset Visibility Report. This report must show by item and quantity, the location of each product in its residual inventory, whether on order, in the contractor’s warehouse, or in transit. In addition, the incumbent contractor must submit with this report the remaining shelf life for all residual inventory and the appropriate average monthly demands with respect to each product in its residual inventory. Upon receipt/review/discussion, the Contracting Officer will assist the new contractor with forecasting levels and the ramp-up phase shall begin. The Government will avert significant and additional over-ocean transportation charges if the new contractor considers

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR
DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

purchasing residual levels of inventory from the incumbent as an initial basis
for creating a total asset pipeline.

3. SOLICITATION PROVISIONS:

a. FAR 52.212-1, Instructions to Offerors – Commercial Items (Nov 2007), Addendum to 52.212-1, Paragraph 1(12) (ii)(A), page 115.

Delete: “Failure to provide information as requested in any of the technical factors identified in the solicitation section entitled Submission Requirements may be considered a “no response” and may not be ratable or may warrant a “Poor” rating for the applicable factor, sub-factor, element or sub-element.”

Insert: “Failure to provide information as requested in any of the technical factors identified in the solicitation section entitled Submission Requirements may be considered a “no response” and may result in elimination of the proposal from further consideration for award or may warrant a “Poor” rating for the applicable factor, sub-factor, element or sub-element.”

b. SUBMISSION INFORMATION

1) Paragraph 1, General, page 117. Delete: “Each offer must contain written responses to the mandatory submission requirements for the Seasonal Acquisition Plan, Surge/Mobilization and EDI Compliance elements of the Statement of Work.”

2) Paragraph 2, Technical Factors, page 118. Revise Factor 4 from “DLA Mentoring Business Agreements (MBA)” to “Surge and Sustainment”.

3) Paragraph 4, Mandatory Submission Requirements – Plans, page 119. Delete this paragraph in its entirety and the three plans specified as Surge/Mobilization, EDI Implementation, and Increased Military Presence.

c. SUBMISSION REQUIREMENTS, paragraph 1, Technical Proposal, page 120.

1) FACTOR 2 – PAST PERFORMANCE/CORPORATE EXPERIENCE.
Subparagraph 2.1:

Delete: “Provide a brief performance record of your (5) highest dollar value contracts over the last three (3) years, plus any DSCP long-term contracts.”

Insert: “Provide a brief performance record of your five (5) highest dollar value contracts over the last three (3) years, plus any DSCP long-term contracts (contracts exceeding one year).”

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

2) Delete pages 121-123 of the RFP and replace with the revised pages 121-123 (attached). **FACTOR 4 – DLA MENTORING BUSINESS AGREEMENTS (MBA)** on page 121 is deleted. This factor is replaced by **FACTOR 4 - SURGE AND SUSTAINMENT**.

d. **FAR 52.212-2, Evaluation – Commercial Items (Jan 1999).**

1) Paragraph (a), page 127. Delete “Factor 4 will be evaluated on a comparative basis among the offers received for each lot.”

2) “Factor 4: DLA Mentoring Business Agreements” on page 127 is deleted. Insert: “Factor 4: Surge and Sustainment”.

3) Addendum to 52.212-2, paragraph (d)(1) Summary, page 127.

a) First sentence.

Delete: “Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and business evaluation as described in paragraph (b)(2) below.”

Insert: “Subsequent to the date specified in the solicitation for receipt of proposals, all timely proposals will undergo a technical and business evaluation as described in paragraph (2) below, Evaluation Process.”

b) Last sentence.

Delete: “Finally, an offer will be selected for award by the SSA, as described in paragraph (b)(3) below.”

Insert: “Finally, an offer will be selected for award by the SSA, as described in paragraph (3) below, Selection Process.”

e. **EVALUATION CRITERIA, Paragraph 1, Technical Proposal Evaluation**, page 129.

1) “**FACTOR 4 – DLA MENTORING BUSINESS AGREEMENTS (MBA)**” is deleted.

Insert:

“**FACTOR 4 – SURGE AND SUSTAINMENT**

The Government will evaluate the offeror’s ability to support the surge requirements listed in the Wartime Catalog Solicitation Submission Worksheet, Attachment (9). The Contractor’s Capability Assessment Plan will be assessed for completeness and capability. The Government will also evaluate

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

the offeror's agreements with suppliers and service providers; ability to utilize additional suppliers or subcontractors; ability to access additional warehouse and distribution operations overseas and in the US to include labor; ability to transport and store massive amounts of food for a specific period of time. The contractor will be required to provide a description of logistical technology with regard to asset visibility; knowledge of the Pacific Rim and identification of problem items in the Go to War Catalog or logistical issues for which surge & sustainment cannot be easily met along with proposed solutions."

f. Second paragraph after "GOVERNMENT'S INTENT TO LIMIT COMPETITIVE RANGE FOR EFFICENCY", page 129.

Delete: "The following additional clauses are incorporated in full text:"

Insert: "The following additional provisions are incorporated in full text:"

g. Delete pages 130-137 of the RFP and replace with the revised pages 130-144 (attached). The changes are as follows:

1) **FAR 52.212-3, Offeror Representations and Certifications -- Commercial Items**, page 130. The "(Nov 2007)" clause is updated to the "(Jun 2008)" revision.

2) The following provisions are deleted:

a) **DSCP 52.209-9P04, Certification or Disclosure of Debarred or Suspended Subcontractors, Suppliers or Individuals (Jan 1992)**, page 139.

b) **DSCP 52.209-9P07, Pre-Award Plant Survey (Jan 1992)**, page 140.

c) **DSCP 52.211-9P38, Place of Performance (Nov 2005)**, page 141.

d) **DLAD 52.219-9002, DLAD 52.219-9002, DLA Mentoring Business Agreements (MBA) Program. (Dec 1997)**, page 142.

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

FAR 52.212-5 -- Contract Terms And Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (Oct 2008)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer shall check as appropriate.]

___ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sep 2006), with Alternate I (Oct 1995)(41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of Total HUBZone Set-Aside (Jan 1999)(15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jul 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (4) [Reserved]

___ (5) (i) 52.219-6, Notice of Total Small Business Aside (June 2003) (15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-6.

___ (iii) Alternate II (Mar 2004) of 52.219-6.

___ (6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003)(15 U.S.C. 644).

___ (ii) Alternate I (Oct 1995) of 52.219-7.

___ (iii) Alternate II (Mar 2004) of 52.219-7.

___ (7) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)).

___ (8) (i) 52.219-9, Small Business Subcontracting Plan (Apr 2008)(15 U.S.C. 637 (d)(4).)

___ (ii) Alternate I (Oct 2001) of 52.219-9.

___ (iii) Alternate II (Oct 2001) of 52.219-9.

___ (9) 52.219-14, Limitations on Subcontracting (Dec 1996)(15 U.S.C. 637(a)(14)).

___ (10) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999)(15 U.S.C. 637(d)(4)(F)(i)).

___ (11) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008)(10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (June 2003) of 52.219-23.

___ (12) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Apr 2008)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000)(Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (14) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

___ (15) 52.219-28, Post Award Small Business Program Rerepresentation (June 2007) (15 U.S.C. 632(a)(2)).

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR
DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

- ___ (16) 52.222-3, Convict Labor (June 2003)(E.O. 11755).
- ___ (17) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Feb 2008) (E.O. 13126).
- ___ (18) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).
- ___ (19) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).
- ___ (20) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- ___ (21) 52.222-36, Affirmative Action for Workers with Disabilities (Jun 1998)(29 U.S.C. 793).
- ___ (22) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).
- ___ (23) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).
- ___ (24) (i) 52.222-50, Combating Trafficking in Persons (Aug 2007) (Applies to all contracts).
- ___ (ii) Alternate I (Aug 2007) of 52.222-50.
- ___ (25) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008)(42 U.S.C. 6962(c)(3)(A)(ii)).
- ___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- ___ (26) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).
- ___ (27) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).
- ___ (ii) Alternate I (Dec 2007) of 52.223-16.
- ___ (28) 52.225-1, Buy American Act--Supplies (June 2003)(41 U.S.C. 10a-10d).
- ___ (29) (i) 52.225-3, Buy American Act –Free Trade Agreements – Israeli Trade Act (Aug 2007) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L. 108-77, 108-78, 108-286, and 109-169).
- ___ (ii) Alternate I (Jan 2004) of 52.225-3.
- ___ (iii) Alternate II (Jan 2004) of 52.225-3.
- ___ (30) 52.225-5, Trade Agreements (Nov 2007) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- ___ (31) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.’s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (32) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (33) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (34) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (35) 52.232.30, Installment Payments for Commercial Items (Oct 1995)(41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ___ (36) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003)(31 U.S.C. 3332).
- ___ (37) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999)(31 U.S.C. 3332).
- ___ (38) 52.232-36, Payment by Third Party (May 1999)(31 U.S.C. 3332).
- ___ (39) 52.239-1, Privacy or Security Safeguards (Aug 1996)(5 U.S.C. 552a).

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

Paragraph (40) is not applicable and has been deleted.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

___ (1) 52.222-41, Service Contract Act of 1965 (Nov 2007)(41 U.S.C. 351, *et seq.*).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Nov 2006)(29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Feb 2002)(29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

___ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

___ (7) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008)(31 U.S.C. 5112(p)(1)).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) 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.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vii) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004)(15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (Mar 2007)(E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (Sep 2006)(38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998)(29 U.S.C. 793).

(v) 52.222-39, Notification of Employee rights Concerning Payment of Union Dues or Fees (Dec 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, (Nov 2007), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, *et seq.*)

(vii) 52.222-50, Combating Trafficking in Persons (Aug 2007) (22 U.S.C. 7104(g)). Flow down required in accordance with paragraph (f) of FAR clause 52.222-50.

(viii) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

(ix) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*)

Paragraph (x) is not applicable and had been deleted.

(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.

DFAR 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2008)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

____ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

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

(1) ____ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ____ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (APR 2007) (15 U.S.C. 637).

(3) ____ 252.219-7004, Small Business Subcontracting Plan (Test Program) (AUG 2008) (15 U.S.C. 637 note).

(4) ____ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ____ 252.225-7012, ,

Preference for Certain Domestic Commodities (MAR 2008) (10 U.S.C. 2533a).

(6) ____ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

- (7) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (8) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (9) ____ 252.225-7021, Trade Agreements (MAR 2007) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (10) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (11) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (12)(i) ____ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (MAR 2007) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii) ____ Alternate I (OCT 2006) of 252.225-7036.
- (13) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (14) ____ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Public Law 107-248 and similar sections in subsequent DoD appropriations acts).
- (15) ____ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (16) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (17) ____ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (18) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (19) ____ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
- (20)(i) ____ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (ii) ____ Alternate I (MAR 2000) of 252.247-7023.
- (iii) ____ Alternate II (MAR 2000) of 252.247-7023.
- (iv) ____ Alternate III (MAY 2002) of 252.247-7023.
- (21) ____ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

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

- (1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).
- (2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
- (4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

- (3) A series of orders from the same ordering office within 18 months that together call for quantities exceeding the limitation in subparagraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 1 day after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

FAR 52.216-22 -- Indefinite Quantity (Oct 1995)

- (a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 18 months from order commencement.

DLAD 52.201-9001 ORDERING OFFICERS UNDER THE CONTRACT (APR 2008)

- (a) Ordering Officers are authorized to place and sign delivery orders that are expressly within the terms and conditions of this contract. Ordering officers, however, are not authorized to sign purchase orders or contracts and cannot take any action to charge the account of the contractor unless they are also contracting officers. Ordering officers are authorized to modify delivery orders and perform all administrative functions pertaining to such orders including termination of the order for late deliveries and other product nonconformances. In the case of a termination, the applicable agency, commissary, or activity may reprocur the supplies locally. The ordering officer shall also notify the DLA Contracting Officer of all terminations and repurchase actions which were processed under the indefinite delivery contract. Delivery orders outside the expressed terms and conditions of the contract shall be signed by the DLA Contracting Officer. Further limitations on the authority of the ordering officer may be stated elsewhere in the contract or in the letter of appointment.

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR
DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

(b) If checked, the following individuals are appointed Ordering Officers under this contract:

NAME

TITLE

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

revised ceiling the Contractor believes is sufficient to permit completion of the remaining contract performance period, along with appropriate explanation and documentation as required by the Contracting Officer.

(2) If an actual increase in the delivered price would raise a contract unit price for an item above the current ceiling, the Contracting Officer may issue a contract modification to establish a separate price increase limit for the item for the remainder of the current performance period. If the contract ceiling will not be raised, or raised sufficiently, to enable continued ordering of the item, the Contracting Officer shall so promptly notify the Contractor in writing.

(e) EXAMINATION OF RECORDS.

The Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents and other data the Contracting Officer deems necessary to verify Contractor adherence to the provisions of this clause. Such examination may occur during all reasonable times until the end of 3 years after the date of final payment under this contract or the time periods specified in Subpart 4.7 of the Federal Acquisition Regulation (FAR), whichever is earlier.

(f) FINAL INVOICE.

The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required by this clause.

(g) DISPUTES.

Any dispute arising under this clause shall be determined in accordance with the "Disputes" clause of the contract.

DSCP 52.217-9P12 OPTION FOR INDEFINITE-DELIVERY, INDEFINITE-QUANTITY CONTRACT TERM EXTENSION (OCT 2008)

(a) Acceptance of the option provision(s)/clauses contained herein is mandatory. Failure to indicate acceptance of the option by annotating the offeror's option price in the Schedule or elsewhere in the solicitation will be deemed non-acceptance of the option and may result in rejection of the offeror's entire bid/proposal.

(b) Offerors may offer options at unit prices which differ from the unit prices for the base ordering period. These prices may vary with the quantities actually ordered and the dates when ordered.

(c) The contracting officer may extend the term of this contract for two (2) additional 18-month period(s)" by written notice to the contractor within the time specified in the Schedule; provided that the contracting officer shall give the contractor a preliminary written notice of intent to extend at least 60 days before expiration of the contract. The preliminary notice does not commit the Government to an extension.

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

- (d) Performance under the option period shall continue at the same performance level specified for the basic contract.
- (e) The option to extend the term of the contract shall be exercised not later than three (3) days before the expiration date of the contract.
- (f) The option is deemed exercised when mailed or otherwise furnished to the contractor.
- (g) If the contracting officer exercises this option, the extended contract shall be considered to include this option clause and the minimum and maximum quantities specified in the award for that option period will apply.
- (h) The total duration of any options exercised under this clause, shall not exceed 54 months.
- (i) The following provisions apply only to negotiated acquisitions:
 - (1) If an option has been priced under this solicitation and is to be exercised at time of award of the basic contract, the submission of certified cost or pricing data shall be required prior to award where the combined dollar value of the basic contract and option exceeds \$650,000, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.
 - (2) Prior to the award of any contract which will contain one or more priced options totaling \$550,000 or more, the submission of certified cost or pricing data covering the basic contract and the option(s) shall be required regardless of when the option(s) may be exercised, unless an exemption thereto is appropriate in accordance with FAR 15.403-1.

DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (MAR 2008)

NOTE: SEE STATEMENT OF WORK, DEFENSE APPROPRIATION ACT

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

(1) “Component” means any item supplied to the Government as part of an end product or of another component.

(2) “End product” means supplies delivered under a line item of this contract.

(3) “United States” means the 50 States, the District of Columbia, and outlying areas.

(4) “U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials and

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3) Tents, tarpaulins, or covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in the countries listed in subsection 225.872-1 of the Defense FAR Supplement; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—

(i) The fabric is to be used as a component of an end product that is not a textile product.

Examples of textile products, made in whole or in part of fabric, include□

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and yarns manufactured in the Netherlands.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—

(i) Shall be taken from the sea by U.S.-flag vessels; or

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

- (ii) If not taken from the sea, shall be obtained from fishing within the United States; and
- (2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

DLAD 52.246-9044 SANITARY CONDITIONS (AUG 2008)

(a) Food Establishments.

(a) Food Establishments.

(1) All establishments and distributors furnishing subsistence items under DSCP contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Veterinary Command (VETCOM) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <https://vets.amedd.army.mil/vetcom>) Compliance with the current edition of DoD Military Standard 3006, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the contracting officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the contracting officer when sanitary approval is regained and listing is reinstated.

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

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published electronically by the U. S. Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS) (available at: http://www.fsis.usda.gov/Regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp).

The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

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

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

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

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “Meat, Poultry and Egg Product Inspection Directory” published electronically by the USDA FSIS (available at:

<http://www.fsis.usda.gov/Regulations & Policies/Meat Poultry Egg Inspection Directory/index.asp>). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

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

(vi) Pasteurized Milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” (IMS), published electronically by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) (available at: <http://www.cfsan.fda.gov/~ear/ims-toc.html>). These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the “Grade ‘A’ Pasteurized Milk Ordinance” (PMO) published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/pmo03toc.html>).

(vii) Manufactured or processed dairy products only from plants listed in Section I of the “Dairy Plants Surveyed and Approved for USDA Grading Service”, published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/dairy/dypubs.htm>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (i.e. plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists” (ICSSL), published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/shellfis.html>).

(3). Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4F/MCO P1010.31G, Veterinary/Medical Food Inspection and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5285 Port Royal Road, Springfield, VA 22161; 1-800-553-6847; or download from web site: <http://www.usapa.army.mil/> .) For the most current listing of exempt plants/products see the Worldwide Directory (available at: <https://vets.amedd.army.mil/vetcom>).

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

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

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

(b) Delivery Conveyances.

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

DLAD 52.246-9045 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESALE MEAT ACT (AUG 2008)

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act and regulations promulgated there under. This warranty will apply regardless of whether or not the supplies have been:

- (1) Shipped in interstate commerce,
- (2) Seized under either Act or inspected by the Food and Drug Administration or Department of Agriculture.
- (3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said Acts and regulations promulgated there under when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the government reserves the right to give notice of breach of this warranty at any time within this six-month period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the contractor of breach of this warranty, the government may, at its election:

- (1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum the government determines to be equitable under the circumstances;
- (2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either Act or regulations promulgated there under, such seizure, at government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute within the meaning of the clause of this contract entitled "Disputes".

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

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

(a) THIS CLAUSE ONLY APPLIES WHEN WOOD PACKAGING MATERIAL (WPM) WILL BE USED TO MAKE SHIPMENTS UNDER THIS CONTRACT. AND/OR WHEN WPM IS BEING ACQUIRED UNDER THIS CONTRACT.”

(b) Definition.

Wood packaging material (WPM) means wood pallets, skids, load boards, pallet collars, wooden boxes, reels, dunnage, crates, frame and cleats. The definition excludes materials that have undergone a manufacturing process, such as corrugated fiberboard, plywood, particleboard, veneer, and oriented strand board (OSD).

(c) All Wood Packaging Material(WPM) used to make shipments under DOD contracts and/or acquired by DOD must meet requirements of International Standards for Phytosanitary Measures (ISPM) 15, “Guidelines for Regulating Wood Packaging Materials in International Trade.” DOD shipments inside and outside of the United States must meet ISPM 15 whenever WPM is used to ship DOD cargo.

(1) All WPM shall comply with the official quality control program for heat treatment (HT) or kiln dried heat treatment (KD HT) in accordance with American Lumber Standard Committee, Incorporated (ALSC) Wood Packaging Material Program and WPM Enforcement Regulations (see <http://www.alsc.org/>).

(2) All WPM shall include certification/quality markings in accordance with the ALSC standard. Markings shall be placed in an unobstructed area that will be readily visible to inspectors. Pallet markings shall be applied to the stringer or block on diagonally opposite sides of the pallet and be contrasting and clearly visible. All containers shall be marked on a side other than the top or bottom, contrasting and clearly visible. All dunnage used in configuring and/or securing the load shall also comply with ISPM 15 and be marked with an ASLC approved DUNNAGE stamp.

(d) Failure to comply with the requirements of this restriction may result in refusal, destruction, or treatment of materials at the point of entry. The Agency reserves the right to recoup from the Contractor any remediation costs incurred by the Government.”

FAR 52.203-14 – Display of Hotline Poster(s) (Dec 2007)

(a) *Definition.*

“United States,” as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) *Display of fraud hotline poster(s).* Except as provided in paragraph (c)—

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites—

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s) Obtain from

http://www.dhs.gov/xoig/about/gc_1163703329805.shtm

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) *Subcontracts.* The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed \$5,000,000, except when the subcontract—

(1) Is for the acquisition of a commercial item; or

(2) Is performed entirely outside the United States.

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

FAR 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.dla.mil/j-3/j-336/icps.htm>

The following additional clauses are incorporated by reference:

CLAUSE NUMBER	TITLE	DATE
FAR 52.204-4	Printed or Copied Double-Sided on Recycled Paper	(Aug 2000)
DFARS 252.204-7003	Control of Government Personnel Work Product	(APR 1992)
FAR 52.208-9	Contractor Use of Mandatory Sources of Supply Or Services	(Oct 2008)
FAR 52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment	(Sep 2006)
DFARS 252.209-7004	Subcontracting with Firms That Are Owned or Controlled by the Government of a Terrorist Country	(DEC 2006)
FAR 52.212-4	Contract Terms and Conditions -- Commercial Items	(Oct 2008)
FAR 52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data -- Modifications	(Oct 1997)
DFARS 252.225-7002	Qualifying Country Sources as Subcontractors	(APR 2003)
FAR 52.232-17	Interest	(Oct 2008)
DFARS 252.232-7010	Levies on Contract Payments	(DEC 2006)
FAR 52.242-13	Bankruptcy	(Jul 1995)
FAR 52.242-15	Stop-Work Order	(Aug. 1989)
FAR 52.247-34	F.o.b. Destination	(Nov 1991)

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

STATEMENT OF WORK

SCOPE

1. INTRODUCTION

- A. The Defense Supply Center Philadelphia – Pacific Region (DSCPP) intends to enter into long-term contracts with commercial firms to supply a full line of USDA No. 1 or better Fresh Fruit and Vegetable (FF&V) products to Department of Defense (DoD) Troop Issue and non-DoD (USDA supported schools) activities located on Hawaii and Guam, Marianas Islands.
- B. This solicitation consists of two (2) Regions for Hawaii and Guam, and are divided into the following lots:

REGION	ISLAND ZONE	LOT NO.	CUSTOMER TYPE	DESCRIPTION	18 MO. EST \$	4.5 YEAR EST \$
HAWAII	Oahu	1	DoD	Troop Issue & Hale Koa	\$ 4,645,000	\$ 13,935,000
		2	DoD	Navy & Coast Guard Afloat	\$ 2,200,000	\$ 6,600,000
		3	Non-DOD	Honolulu & Windward USDA Schools	\$ 520,000	\$ 1,560,000
		4	Non-DOD	Leeward & Central USDA Schools	\$ 506,000	\$ 1,518,000
				Oahu Total	\$ 7,871,000	\$23,613,000
	Hawaii (Big Island)	5	DoD & Non-DoD	DoD & USDA Schools	\$ 229,000	\$ 687,000
	Maui, Molokai, & Lanai	6	Non-DOD	USDA Schools	\$ 263,000	\$ 789,000
	Kauai	7	DoD & Non-DoD	DoD & USDA Schools	\$ 145,000	\$ 435,000
			HAWAII REGION TOTAL	\$ 8,508,000	\$25,524,000	
GUAM		8	DoD & Non-	DoD, Afloat &	\$ 5,734,000	\$17,202,000

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

			DoD	USDA Schools		
				TOTAL FOR BOTH REGIONS	<u>\$14,242,000</u>	<u>\$42,726,000</u>

The Government intends to make one (1) award per lot. The Government reserves the right to consider offers representing multiple lots. Offerors are required to offer on all items in the market basket for a lot, failure to do so may result in exclusion from award consideration.

This solicitation is set-aside 100% for small business. U.S. Small Business Administration has granted a waiver to the Non-Manufacturer Rule, thereby allowing a small business receiving the award under a small business set-aside to procure products from large businesses. Each lot within the solicitation is covered by the set-aside.

The resulting contracts made against solicitation SPM302-08-R-0002 will be Indefinite Quantity Contracts (IQC) with an Economic Price Adjustment based on cost of materials. An IQC will provide for an indefinite quantity, within stated limits, of specific supplies or services to be furnished during a fixed period, with deliveries to be scheduled by placing orders with the contractor (reference FAR 16.504(a)).

2. EFFECTIVE PERIOD OF CONTRACT

Each resultant contract will be for an 18 (eighteen) month base period commencing with the first order placed under the contract. Each contract will contain two (2) 18-month options. The length of the contracts, including options, may total 54 months (4.5 years). The Government anticipates ordering to commence no sooner than 15 June 2009.

3. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

The following chart includes the 18-month estimated dollar value along with the guaranteed 20% minimum, 150% maximum and in the event of emergencies and/or mobilization the 200% alternate higher ceiling maximum. These estimates and guaranteed amounts apply to option periods as well. The guaranteed minimum, although based on estimates, is a firm dollar amount calculated as a percentage of the estimated dollar; that firm dollar amount constitutes the Government’s legal ordering obligation under the contract.

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

REGION	ISLAND ZONE	LOT NO.	DESCRIPTION	18 MO. EST \$	20% MIN	150% MAX 4.5 Years	200% ALT MAX 4.5 Years
	Oahu	1	Troop Issue & Hale Koa	\$ 4,645,000	\$ 929,000	\$20,902,500	\$27,870,000
		2	Navy & Coast Guard Afloat	\$ 2,200,000	\$ 440,000	\$ 9,900,000	\$13,200,000
		3	Honolulu & Windward USDA Schools	\$ 520,000	\$ 104,000	\$ 2,340,000	\$ 3,120,000
		4	Leeward & Central USDA Schools	<u>\$ 506,000</u>	\$ 101,200	\$ 2,277,000	\$ 3,036,000
			Oahu Total	\$ 7,871,000	\$1,574,200	\$35,419,500	\$47,226,000
	Hawaii (Big Island)	5	DoD & USDA Schools	\$ 229,000	\$ 45,800	\$ 1,030,500	\$ 1,374,000
	Maui, Molokai, & Lanai	6	USDA Schools	\$ 263,000	\$ 52,600	\$ 1,183,500	\$ 1,578,000
	Kauai	7	DoD & USDA Schools	<u>\$ 145,000</u>	\$ 29,000	\$ 652,500	\$ 870,000
			HAWAII REGION TOTAL	\$ 8,508,000	\$1,701,600	\$38,286,000	\$51,048,000
GUAM		8	DoD, Afloat & USDA Schools	<u>\$ 5,734,000</u>	\$1,146,800	\$25,803,000	\$34,404,000
TOTAL FOR BOTH REGIONS				\$14,242,000	\$2,848,400	\$64,089,000	\$85,452,000

4. OPTIONS

- A. Acceptance of the two 18-month option periods by the successful contractor is mandatory. Distribution Prices must be submitted for each option period, as well as for the base period. The Distribution Prices offered on each option period will be calculated with the delivered price proposed for each evaluated item. The Distribution Price for each option period must be offered as a percentage, increase or decrease, from the base period.
- B. Prices will be evaluated inclusive of the options, i.e., the totals for all prices for the base period plus option periods will be added together to arrive at the total aggregate dollar value. This dollar value will be used in the evaluation of offers. Evaluation of the options does not obligate the government to exercise the options.
- C. Failure to propose an increase or decrease of distribution prices in the option periods will be considered, and evaluated as, no change per option period.

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

- D. The base period of any resultant contract, and any option period under that contract, will not exceed 18 months, respectively.

5. POTENTIAL INCREASE IN CUSTOMER BASE FOR GUAM

- A. Offerors are alerted to the fact that there is the potential for significant increased military activity in Guam during the life of this contract that may substantially increase the customer base and amount of product to be furnished to customers.
- B. At this time, there is no definitive information on the possibility and timing of future increased activity; however due to on going transformation efforts of the U.S. Military Services, potential offerors are hereby cautioned of this potential for increased activity. The government anticipates a substantial increase of active duty personnel in FY 2014. There is no way to define what may be the military customer base in Guam in the next several years.
- C. It will be necessary for offerors to show that they are capable of providing adequate warehouse storage space from commercial sources to support any increased activity.
- D. Conversely, while it is highly unlikely that this will be the case, Guam may see decreased activity. Should this happen, the contractor will still be guaranteed the minimum contract amount shown in paragraph 3 above.

REQUIREMENTS

1. START-UP PERIOD

The Contractor's start up period will take place prior to the first order. The contractor shall submit a proposed implementation schedule to the Contracting Officer within fifteen (15) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions, for all customers covered by this solicitation. An additional thirty (30) days will be granted for actual implementation. No more than forty-five (45) days after award will be permitted for each contractor to have fully functional distribution accounts in place for all customers.

2. ORDERING CATALOGS

Offerors will be required to maintain electronic catalogs that list all items available to the customers covered under this solicitation. Each item in the catalog shall contain the corresponding national or local stock number, Government item description, packaging characteristics, unit of issue and unit price.

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

- 1) reasonableness determination. If proposed price change is not determined fair and reasonable by the Contracting Officer, the item will not be added to the catalog that week.
- 2) Catalog Additions: Before an item is added to the catalog, vendors are required to submit to the contracting officer a request of proposed catalog additions. The request shall include the stock number, Government item description, proposed unit price and a corresponding supplier invoice or quote, and proposed distribution price. The request is due by 9:00 AM, Hawaii Standard Time (HST), on the Tuesday prior to inclusion of the Thursday catalog updates. The contracting officer will review the catalog addition request and upon determining the price fair and reasonable will contact the contractor to indicate acceptance. The contractor shall then include the item on Thursday catalog update. Should the proposed price fail to be determined fair and reasonable, the contracting officer will conduct negotiations with the vendor. If after negotiations the proposed pricing still cannot be determined fair and reasonable the item will not be added to the catalog.

4. REBATES/DISCOUNTS AND PRICE RELATED PROVISIONS

(a) The contractor shall employ prevailing commercial methods in the pursuit of discounts, rebates, allowances or other similar economic incentives or benefits for the customers supported under this contract throughout the period of performance. For all items, including those covered by Manufacturer's Pricing Agreements, the contractor warrants, on a continuing basis throughout the period of performance, that its product price under this contract is equal to or lower than its product price to its most favored customer. All NAPA discounts, food show discounts, early payment discounts (except as identified in paragraph (b) herein), and other discounts, rebates, allowances or other similar economic incentives or benefits given to any other customer at any time during the period of performance shall be passed to the Government via a reduced catalog price. Instructions for identifying discounts, rebates, allowances or other similar economic incentives or benefits that shall be provided to the Government or retained by the contractor are set forth in the submission requirements in the cost or price proposal and in the reports section.

(b) The contractor may retain Early Payment discounts that meet the following conditions:

(i) the Early Payment discount is an incentive to encourage payment earlier than the normal payment due date (such as 14, 30, or 60 days).;

(ii) the Early Payment discount is consistent with commercial practice;

(iii) the Early Payment discount is routinely given by the suppliers to customers other than the Prime Vendor at the same discount rate and under the same conditions as provided to the Prime Vendor;

(iv) the Early Payment discount is not established, requested, or negotiated for the purpose of avoiding giving DSCP a lower cost or a rebate or in exchange for a higher invoice price;

(v) the Early Payment discount is no more than 2 percent and the early payment is required within 10 days to obtain the discount; and

(vi) the contractor actually made the required payment within the time period required to receive the discount.

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

(c) Upon request the contractor shall provide to the Government any invoices, quotes, or agreements relevant to the product price component for existing catalog items, for any new items being added to the catalog, and for requested price changes to existing catalog items. The contractor must include detailed payment terms on each invoice or quote used to substantiate product price. If there are no payment terms associated with the document, the contractor must annotate it with "No payment terms."

Documents not in English will be accompanied by a copy translated into English and documents not denominated in American dollars will include a copy converted to American dollars at the exchange rate specified using the FXConverter on the OANDA Currency Site (<http://www.oanda.com>) as of the close of business on the effective date of the document.

The government may require the contractor to submit invoices and other documentation from all subcontractor tiers or any supplier or person in the product price supply chain, to substantiate discounts, rebates, allowances or other similar economic incentives or benefits, and/or to substantiate that product prices under this contract are equal to or lower than product prices that are given to the contractor's most favored customer. If the contracting officer determines that a discount, rebate, allowance or other similar economic incentive or benefit should have been passed on to the Government, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the amount of the discounts, rebates, allowances or other similar economic incentives or benefits. Likewise, if the contracting officer determines that a product price was not equal to or lower than that given the contractor's most favored customer, the Government shall be entitled to a prospective product price reduction and a retroactive refund for the difference between the product price charged to the Government and the product price charged to the contractor's most favored customer. The Contracting Officer, or authorized representative, shall have the right to examine and audit all the Contractor's records (as defined at FAR 52.215-2(a)) relevant to the existence of discounts, rebates, allowances or other similar economic incentives or benefits, and most favored customer product prices. Failure to exercise this right shall not constitute a defense or alter the Government's entitlement to any other remedies by contract or by law.

5. DEFENSE APPROPRIATION ACT

A Class Domestic Non-Availability Determination (DNAD) for Federal Supply Class 8915, Fresh Fruits and Vegetables, dated 16 May 2008 has been approved under the DSCP/DLA Produce Long-Term Contracts. This DNAD establishes a limited Berry Amendment waiver to the requirements of DFARS, Preference for Certain Domestic Commodities (Jun 2004), which is applicable to this solicitation. As a result of the DNAD, non-domestic FF&V may be supplied under this contract when domestic FF&V of satisfactory quality and sufficient quantity cannot be procured as and when needed at U.S. market prices. This determination will remain in effect until these circumstances have changed and the DNAD is formally rescinded.

6. CUSTOMERS

A. Individual Customer Estimates

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

Length of time that the account has been serviced
Annual Dollar Value;
Number of delivery locations
Number of deliveries per week
Average number of line items per delivery
On-time delivery percentage
Order fill-rate (cases ordered versus cases accepted) without substitutions annually and monthly for 2007
Point of Contact
Point of Contact Phone Number

2.2 Discuss your firm's overall fresh fruit and vegetable distribution experience. Provide number of years as a full-line FF&V distributor, latest yearly dollar value sales, your firm's current total number of full-line FF&V accounts and the average number of deliveries per week over the last year. (3 page limit)

FACTOR 3 – DISTRIBUTION PLAN

Describe in detail your firm's plan for supporting all the delivery points within the lot and how your plan fits into your distribution radius. List your firm's current open warehouse space in terms of square footage, percent available and relationship to annual dollar sales and how supporting the delivery points will impact open warehouse space. List your firm's current delivery fleet and how supporting the delivery points will impact your delivery fleet. Discuss any plans for acquiring and/or leasing additional warehouse space and delivery vehicles. Include whether your firm will be subcontracting out any deliveries and if so provide documentation* of your relationship with subcontractor(s) and specify which customers will be supported by which subcontractor(s). (5 page limit – does not include subcontractor relationship documentation)

*Legally Binding Agreement of the Parties – Any offerors proposing to provide support through a joint venture or partnership must submit a legally binding agreement demonstrating the relationship and responsibilities of each offeror entering into the joint venture or partnership.

FACTOR 4 – SURGE AND SUSTAINMENT

CONTRACTOR READINESS CAPABILITY PLAN – The offeror must submit a comprehensive readiness plan or contractor capability assessment indicating how the requirements listed in this solicitation will be supported. These requirements are indicative of the requirements that could be submitted during a surge/sustainment event. The contractor must address the amount of increased demands that can be handled for surge (first 15 days) and identify the length of time the contractor would require to ramp up. The contractor must indicate the length of time this increased pace could be sustained (at least six months or longer). The readiness capability plan should describe and/or include all aspects of their supply chain management. For example, if normal resupply is 45-60 days, the offeror should state how this time would be decreased by 50% to meet ongoing surge requirements. The offeror must submit evidence of the following capability: (1) agreements with suppliers and service providers to assist in meeting increased surge requirements (2) evidence of ability to utilize additional

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

suppliers or subcontractors, as needed (3) ability to access additional warehouse and distribution operations overseas and in the United States to include labor and transportation (delivery vehicles), (4) ability to transport and store massive amounts of food for a specific period of time, (5) description of logistical technology with regard to asset visibility, (6) knowledge of the Pacific Rim including ports, roadways and checkpoints and required documentation and (7) identification of problem items or logistical issues for which surge & sustainment cannot be easily met along with proposed solutions. For this solicitation, include your completed Wartime Catalog Solicitation Submission Spreadsheet with your Readiness Capability Plan. For offerors proposing on Guam, the increased military presence is projected for FY 2014 and is estimated as follows:

U.S. NAVY Old 4350 Active Duty/5230 Dependents
New 5600 Active Duty/5280 Dependents

U.S. ARMY New 630 Active Duty/950 Dependents

U.S. AIR FORCE Old 1930 Active Duty/2280 Dependents
New 4560 Active Duty/3730 Dependents

U.S. MARINE CORPS New 8000 Active Duty/9000 Dependents

U.S. COAST GUARD 140 Active Duty/180 Dependents (no change)

This Readiness Plan should also include a plan of action if contractor's facility is damaged or otherwise not able to conduct normal operations. The response should include but is not limited to:

- A. How quickly a secondary operations site is up and running and ready for re-routed shipments including adding personnel and delivery vehicles when necessary
- B. What is the estimated time needed to set up operations at the secondary site for office space, personnel, security, storage and inventory?
- C. Backup communications plan to alert the contractor and DSCP personnel of the activation of this Emergency Operations Plan. This communications plan should also address how shipments enroute to the contractor's facility will be re-routed to the secondary facility.

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

THE GOVERNMENT RESERVES THE RIGHT TO VERIFY ALL ASPECTS OF AN OFFEROR'S TECHNICAL AND BUSINESS PROPOSALS.

2. Business Proposal (submit 2 copies)

MARKET BASKET PRICING

For each lot, the Government has selected a market basket of items for evaluation that represent approximately 100% of the estimated dollar value (see Attachments 1-8). Offerors must submit pricing information along with proof of delivered pricing in the form of an invoice or quotes for each item in the market basket. The unit prices of all items found in the market basket will be comparatively assessed to identify any unusually high or low priced items.

Estimated quantities for an 18-month period are indicated next to each item and are for information and evaluation purposes only. The items found in the Market Basket will be evaluated for the lowest overall aggregate cost to the Government.

Offerors are to submit the most current unit prices (valid within two weeks prior to submission of closing) for each of these items. This unit price must be in a format that shows the delivered price and the distribution price as separate entries, then totaled. For example, if the delivered price is \$2.00 and the distribution price is \$.050, pricing should be formulated as follows:

$$\$2.00 + \$.50 = \$2.50$$

DELIVERY, INDEFINITE-QUANTITY CONTRACT (JAN 1992) DSCP

(a) For award purposes, in addition to an offeror's response to the base ordering period, the government will evaluate its response to all options, both technical and price. To evaluate price, the government will add the total price for all options to the total price for the base ordering period. Further, where a contract line or subline item number in section B specifies a minimum and maximum quantity, the maximum quantity will be used to determine the total price. Evaluation of options will not obligate the government to exercise the options. For this solicitation, the options are as specified in clause 52.217-9P12. Evaluation of option prices is effectively limited to Distribution Prices, since Delivered Prices are the initial award prices adjusted in accordance with the Economic Price Adjustment clause.

(b) Should offerors propose option prices which vary (for example, with quantities actually ordered and dates when ordered), these offers will be evaluated using the highest option price offered for each item.

FAR 52.212-3 -- Offeror Representations and Certifications -- Commercial Items (Jun 2008)
Alternate I (Apr 2002)

An offeror shall complete only paragraphs (b) of this provision if the offeror has completed the annual representations and certificates electronically at <http://orca.bpn.gov> . If an offeror has not completed the annual representations and certifications electronically at the ORCA website, the offeror shall complete only paragraphs (c) through (m) of this provision.

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

“Emerging small business” means a small business concern whose size is no greater than 50 percent of the numerical size standard for the NAICS code designated.

“Forced or indentured child labor” means all work or service—

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

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

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

(1) FSC 5510, Lumber and Related Basic Wood Materials;

(2) Federal Supply Group (FSG) 87, Agricultural Supplies;

(3) FSG 88, Live Animals;

(4) FSG 89, Food and Related Consumables;

(5) FSC 9410, Crude Grades of Plant Materials;

(6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;

(7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;

(8) FSC 9610, Ores;

(9) FSC 9620, Minerals, Natural and Synthetic; and

(10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

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

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

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

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

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

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

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

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

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

“Women-owned small business concern” means a small business concern --

- (1) That is at least 51 percent owned by one or more women or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and
- (2) Whose management and daily business operations are controlled by one or more women.

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

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

(2) The offeror has completed the annual representations and certifications electronically via the ORCA website at <http://orca.bpn.gov>. After reviewing the ORCA database information, the offeror verifies by submission of this offer that the representation and certifications currently posted electronically at FAR 52.212-3, Offeror Representations and Certifications—Commercial Items, have been entered or updated in the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201), except for paragraphs _____. *[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]*

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

(1) *Small business concern.* The offeror represents as part of its offer that it is, is not a small business concern.

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

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

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

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

Note: Complete paragraphs (c)(6) and (c)(7) only if this solicitation is expected to exceed the simplified acquisition threshold.

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

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

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness Demonstration Program. *[Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]*

(i) *[Complete only for solicitations indicated in an addendum as being set-aside for emerging small businesses in one of the designated industry groups (DIGs).]* The offeror represents as part of its offer that it is, is not an emerging small business.

(ii) *[Complete only for solicitations indicated in an addendum as being for one of the targeted industry categories (TICs) or designated industry groups (DIGs).]* Offeror represents as follows:

(A) Offeror’s number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or

(B) Offeror’s average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

Number of Employees	Average Annual Gross Revenues
50 or fewer	\$1 million or less
51-100	\$1,000,001-\$2 million
101-250	\$2,000,001-\$3.5 million
251-500	\$3,500,001-\$5 million
501-750	\$5,000,001-\$10 million
751-1,000	\$10,000,001-\$17 million
Over 1,000	Over \$17 million

(9) *[Complete only if the solicitation contains the clause at FAR 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns, or FAR 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting, and the offeror desires a benefit based on its disadvantaged status.]*

(i) *General.* The offeror represents that either—

(A) It is, is not certified by the Small Business Administration as a small disadvantaged business concern and identified, on the date of this representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net), and that no material change in disadvantaged ownership and control has occurred since its certification, and, where the concern is owned by one or more individuals claiming disadvantaged status, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); or

(B) It has, has not submitted a completed application to the Small Business Administration or a Private Certifier to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(ii) *Joint Ventures under the Price Evaluation Adjustment for Small Disadvantaged Business Concerns.* The offeror represents, as part of its offer, that it is a joint venture that complies with the requirements in 13 CFR 124.1002(f) and that the representation in paragraph (c)(9)(i) of this

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [*The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture: _____.*]

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

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

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

(11) (Complete if the offeror has represented itself as disadvantaged in paragraph (c)(4) or (c)(9) of this provision.) [*The offeror shall check the category in which its ownership falls*]:

Black American.

Hispanic American.

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

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

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

Individual/concern, other than one of the preceding.

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

(1) Previous contracts and compliance. The offeror represents that --

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

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

(2) *Affirmative Action Compliance.* The offeror represents that --

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

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

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

(Applies only if the contract is expected to exceed \$100,000.) By submission of its offer, the offeror certifies to the best of its knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress on his or her behalf in connection with the award of any resultant contract. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contact on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its offer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

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

(1) The offeror certifies that each end product, except those listed in paragraph (f)(2) of this provision, is a domestic end product and that the offeror has considered components of unknown origin to have been mined, produced, or manufactured outside the United States. The offeror shall list as foreign end products those end products manufactured in the United States that do not qualify as domestic end products. The terms “component,” “domestic end product,” “end product,” “foreign end product,” and “United States” are defined in the clause of this solicitation entitled “Buy American Act—Supplies.”

(2) Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

(g)

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

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

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

Free Trade Agreement Country End Products (Other than Bahrainian or Moroccan End Products) or Israeli End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

[List as necessary]

(iii) The offeror shall list those supplies that are foreign end products (other than those listed in paragraph (g)(1)(ii) or this provision) as defined in the clause of this solicitation entitled “Buy American Act—Free Trade Agreements—Israeli Trade Act.” The offeror shall list as other foreign end products those end products manufactured in the United States that do not qualify as domestic end products.

Other Foreign End Products:

LINE ITEM NO.	COUNTRY OF ORIGIN

[List as necessary]

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

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

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

Canadian End Products:

Line Item No.:

[List as necessary]

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

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

Canadian or Israeli End Products:

Line Item No.:	Country of Origin:

[List as necessary]

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

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

(i) The offeror certifies that each end product, except those listed in paragraph (g)(4)(ii) of this provision, is a U.S.-made or designated country end product as defined in the clause of this solicitation entitled "Trade Agreements."

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

Other End Products

Line Item No.:	Country of Origin:

[List as necessary]

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

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

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

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

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

(4) Have, have not, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

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

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

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

(ii) *Examples.*

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

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

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

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

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

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

(1) Listed End Product

Listed End Product:	Listed Countries of Origin:

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

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

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

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

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

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

(2) Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act.

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

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

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

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

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

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

(2) Certain services as described in FAR 22.1003-4(d)(1). The offeror does does not certify that—

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

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

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

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

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

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

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

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

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

(2) The TIN may be used by the government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.]

(3) Taxpayer Identification Number (TIN).

TIN: _____.

TIN has been applied for.

TIN is not required because:

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

Offeror is an agency or instrumentality of a foreign government;

Offeror is an agency or instrumentality of the Federal Government;

(4) Type of organization.

Sole proprietorship;

Partnership;

Corporate entity (not tax-exempt);

Corporate entity (tax-exempt);

Government entity (Federal, State, or local);

Foreign government;

International organization per 26 CFR 1.6049-4;

Other _____.

(5) Common parent.

Offeror is not owned or controlled by a common parent:

Name and TIN of common parent:

Name _____

TIN _____

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

Addendum

Attachment to 52.212-3

DFARS 252.225-7000 Buy American Act--Balance of Payments Program Certificate (JUN 2005)

(a) Definitions. "Domestic end product," "foreign end product," "qualifying country," "qualifying country end product," and "United States" have the meanings given in the Buy American Act and Balance of Payments Program clause of this solicitation.

(b) Evaluation. The Government—

(1) Will evaluate offers in accordance with the policies and procedures of Part 225 of the Defense Federal Acquisition Regulation Supplement; and

(2) Will evaluate offers of qualifying country end products without regard to the restrictions of the Buy American Act or the Balance of Payments Program.

(c) Certifications and identification of country of origin.

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

(1) For all line items subject to the Buy American Act and Balance of Payments Program clause of this solicitation, the offeror certifies that—

(i) Each end product, except those listed in paragraphs (c)(2) or (3) of this provision, is a domestic end product; and

(ii) Components of unknown origin are considered to have been mined, produced, or manufactured outside the United States or a qualifying country.

(2) The offeror certifies that the following end products are qualifying country end products:

Line Item Number

Country of Origin

(3) The following end products are other foreign end products:

Line Item Number

Country of Origin (If known)

DFARS 252.212-7000 Offeror Representations and Certifications--Commercial Items (JUN 2005)

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

(2) Representation. The Offeror represents that it—

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

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

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

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

Addendum

The following additional provisions are set forth in full text:

FAR 52.216-1 -- Type of Contract (Apr 1984)

The Government contemplates award of an indefinite delivery, fixed-price contract with economic price adjustment resulting from this solicitation.

DLAD 52.233-9001 Disputes: Agreement to Use Alternative Dispute Resolution (ADR) (JUN 2001)

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

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

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

DSCP 52.209-9P06 RESPONSIBILITY OF OFFEROR (JAN 1992)

In considering the responsibility of an offeror, the government reserves the right to determine the responsibility of the offeror's proposed subcontractor(s) or supplier(s). The same factors shall be used to determine the responsibility of the offeror and its subcontractor(s) or supplier(s). The determination of responsibility of a proposed subcontractor or supplier shall not be construed to

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

relieve the contractor of the sole responsibility of assuring that performance of all work under the contract is in strict accordance with its terms and conditions.

FAR 52.215-6 -- Place of Performance (Oct 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, does not intend [] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks “intends” in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance(Street Address, City, State, County, Zip Code)	Name and Address of Owner and Operator of the Plant or Facility if Other Than Offeror or Respondent

DLAD 52.215-9007 - Preproposal Conference (Feb 2005)

A preproposal conference will be held to explain the requirements of this solicitation (number SPM302-08-R-0002) and to respond to questions raised by prospective offerors. Prospective offerors are encouraged to attend. To arrange attendance, prospective offerors are requested to contact:

Name: Beverly Quevedo
 Telephone: (808) 474-2982
 E-mail Address: Beverly.Quevedo@dla.mil

The date, time, and location of the conference are provided below:

Date: XX Jun 2008 (See Pre-Proposal Conference, Notice no. 1)
 Time: 10:00 a.m., HST
 Location: Banyans, 915 North Road, Pearl Harbor, HI, 96860

Prospective offerors are requested to submit questions regarding the solicitation in writing via electronic mail to the above e-mail address five (5) days in advance of the conference to allow their inclusion in the agenda. Questions will be considered at any time prior to or during the conference; however, offerors will be asked to confirm verbal questions in writing.

The Government will not be liable for expenses incurred by an offeror prior to contract award.

RFP NO. SPM302-08-R-0002, FULL LINE FRESH FRUIT VEGETABLE SUPPORT FOR DOD AND NON-DOD ACTIVITIES IN HAWAII AND GUAM

Offerors are cautioned that remarks and explanations provided at the conference shall not change the terms of this solicitation unless the solicitation is amended in writing. Offerors may obtain a copy of the conference minutes from the Contracting Officer.

FAR 52.252-1 -- Solicitation Provisions Incorporated by Reference (Feb 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):
<http://www.dla.mil/j-3/j-336/icps.htm>

The following additional provisions are incorporated by reference:

PROVISION NUMBER	TITLE	DATE
DFARS 252.209-7001	Disclosure of Ownership or Control by the Government of a Terrorist Country	(OCT 2006)
FAR 52.222-24	Pre-Award On-Site Equal Opportunity Compliance Evaluation	(FEB 1999)
DLAD 52.233-9000	Agency Protests	(SEP 1999)

WARTIME CATALOG SOLICITATION SUBMISSION WORKSHEET, RFP NO. SPM302-08-R-0002

Enter your Company Name and Address here

INSTRUCTIONS:						
Offeror shall enter the maximum product availability that can be achieved with existing inventory policies, facilities and supplier relationships.						
Offeror's quantities shall be entered in lbs in the fields indicated.						
Identify problem items/proposed solutions, etc. in Comments/General Remarks						
Enter your company name and address as a header on the Wartime Catalog Solicitation Submission Worksheet						
Required time period is based on date of Contingency (C) plus number of calendar days						
Print the Wartime Catalog Solicitation Submission Worksheet and submit with your technical proposal.						
LOT 1 - OAHU, TROOP ISSUE						
Stock Number	Item Description	C + 5	C + 30	C + 60	C + 90	Comments/General Remarks
8915-01-E31-0220	APPLE GREEN 72-88CT, 40# Offeror specify lbs in this row	61lb	244lb	362lb	362lb	
8915-01-E31-0284	APL,RED,40#,80/100 Eating Red Sweet, US Fancy US No. 1 Grade Offeror specify lbs in this row	61lb	244lb	362lb	362lb	
8915-01-E31-0290	BANANA,40#,YLR,STG 3 Yellow Variety Maturity Level, Ensure Ripening Offeror specify lbs in this row	209lb	839lb	1247lb	1247lb	
8915-01-E31-0305	GRAPEFRUIT 27 CT, 30# Offeror specify lbs in this row	30lb	118lb	176lb	176LB	
8915-01-E31-0333	GRAPE,RED,SDLS,18# US No. 1 Grade 18LB Shipping Container Offeror specify lbs in this row	210lb	841lb	1249lb	1249lb	
8915-01-E31-0334	GRAPE,GRN,SDLS,18# US No. 1 Grade 18LB Shipping Container Offeror specify lbs in this row	188lb	752lb	1117lb	1117lb	
8915-01-E31-0316	MELON,HONEYDEW,25# US No. 1 Grade, 6 CT 25 LB Shipping Container Offeror specify lbs in this row	74lb	295lb	439lb	439lb	
8915-01-E31-0319	KIWI FRUIT,7# US Grade No. 1 Offeror specify lbs in this row	139lb	557lb	826lb	826lb	
8915-01-E31-0324	LEMON 140CT 35# Offeror specify lbs in this row	14lb	56lb	83lb	83lb	
8915-01-E31-0341	MANGO HALF-RIPE 9 TO 16 CT 90% Free from Damage, 1% Max Decay Offeror specify lbs in this row	33lb	130lb	193lb	193lb	
8915-01-E31-0735	NECTARINES, 18#	96lb	385lb	571lb	571lb	

WARTIME CATALOG SOLICITATION SUBMISSION WORKSHEET, RFP NO. SPM302-08-R-0002

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	Offeror specify lbs in this row						
8915-01-E31-0538	ORANGE,35# 72 CT Except Temple	85lb	340lb	504lb	504lb		
	Offeror specify lbs in this row						
8915-01-E31-0768	PEACHES, YELLOW, 18#	71lb	282lb	419lb	419lb		
	Offeror specify lbs in this row						
8915-01-E31-0775	PEAR, BOSCH 40# SIZE 100 TO 150 US No. 1 Grade	89lb	354lb	526lb	526lb		
	Offeror lbs						
8915-01-E31-0564	PINEAPPLE ,27# US Fancy OR US No. 1 Grade 10 TO 24 SIZE	61lb	244lb	362lb	362lb		
	Offeror specify lbs in this row						
8915-01-E31-0369	PLUM RED, 18#	109lb	438lb	651lb	651lb		
	Offeror specify lbs in this row						
8915-01-E31-0429	STRAWBERRY,12/8.8 OZ US No. 1 Grade, 12 Loose Shipping Container	89lb	354lb	526lb	526lb		
	Offeror lbs						
8915-01-E31-0869	TANGERINE, 25#	109lb	435lb	646lb	646lb		
	Offeror specify lbs in this row						
8915-01-E31-0693	WATERMELON,40# US No. 1 Grade	114lb	458lb	679lb	679lb		
	Offeror specify lbs in this row						
8915-01-E31-0344	MUSHROOM MED 10#	70lb	279lb	416lb	416lb		
	Offeror specify lbs in this row						
8915-01-E31-0742	ONION MED 3# MESH, 48#	182lb	730lb	1085lb	1085lb		
	Offeror specify lbs in this row						
8915-01-E31-0178	PARSLEY CURLY AMERICAN, 5# Case	9lb	36lb	53lb	53lb		
	Offeror specify lbs in this row						
8915-01-E31-0552	PEPPER BELL RED, SWT 25#	170lb	681lb	1011lb	1011lb		
	Offeror specify lbs in this row						
8915-01-E31-0554	PEPPER BELL YELLOW SWT, 25#	170lb	681lb	1011lb	1011lb		
	Offeror specify lbs in this row						
8915-01-E31-0550	PEPPER,GRN,SWT,25# BELL OR BULLNOSE TYPE	170lb	681lb	1011lb	1011lb		
	Offeror specify lbs in this row						
8915-01-E31-0381	POTATO,BKG,90SZ,50# White, Fresh US No. 1 Grade 50LB. Shipping Container	89lb	354lb	526lb	526lb		
	Offeror specify lbs in this row						

WARTIME CATALOG SOLICITATION SUBMISSION WORKSHEET, RFP NO. SPM302-08-R-0002

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8915-01-E31-0570	POTATO,WHITE SALAD 50# White, Fresh US No. 1 Grade 50LB. Shipping Container	276lb	1106lb	1643lb	1643lb		
	Offeror lbs						
8915-01-E31-0680	TOMATO,LT RED,5X6,25# US No. 1 Grade 21/2 IN MIN US Standard for Grade	339lb	1363lb	2024lb	2024lb		
	Offeror specify lbs in this row						
8915-01-E31-0264	CABBAGE RED, 20#	76lb	305lb	452lb	452lb		
	Offeror specify lbs in this row						
8915-01-E31-0274	CARROT WHL JUMBO 50#	26lb	102lb	151lb	151lb		
	Offeror specify lbs in this row						
8915-01-E31-0055	CAULIFLOWER FLORETS, 20# case	56lb	225lb	334lb	334lb		
	Offeror specify lbs in this row						
8915-01-E31-0356	CELERY WRAP, 50#	5lb	18lb	26lb	26lb		
	Offeror specify lbs in this row						
8915-01-E31-0288	CUCUMBER,45# WASHED US Fancy OR US No. 1 Grade	727lb	2920lb	4337lb	4337lb		
	Offeror specify lbs in this row						
8915-01-E31-0650	GARLIC, 30#	10lb	39lb	58lb	58lb		
	Offeror specify lbs in this row						
8915-01-E31-0726	LET,UNWRAP,35# ICEBURG US No. 1 Grade, 1-1/2 W/O IND PG	705lb	2831lb	4205lb	4205lb		
	Offeror lbs						
8915-01-E31-0339	LET,ROMAINE,20# US No. 1 Grade, US Standard for Grade	314lb	1260lb	1871lb	1871lb		
	Offeror specify lbs in this row						
LOT 2 - OAHU, NAVY & COAST GUARD AFLOAT							
Rim of the Pacific (RIMPAC) Ship Load-out							
Stock Number	Item Description	C + 30	Offeror			Comments/General Remarks	
			specify lbs below				
8915-01-E31-0284	Apple, Red, 40# 80/100	3000lb					
8915-01-E31-0290	Banana, 40#, Ylw, Stg 3	520lb					
8915-01-E31-0599	Cabbage, Grn, Bulk, 50#	700lb					
8915-01-E31-0270	Cantaloupe, 35#	1190lb					
8915-01-E31-0274	Carrot, Whl, Jumbo 50#	800lb					
8915-01-E31-0305	Grapefruit, Pink 30#	1200lb					
8915-01-E31-0333	Grape, Red, Sdls 18#	504lb					
8915-01-E31-0316	Melon, Honeydew 25#	1200lb					

WARTIME CATALOG SOLICITATION SUBMISSION WORKSHEET, RFP NO. SPM302-08-R-0002

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8915-01-E31-0728	Lettuce, Wrap 30#	3000lb				
8915-01-E31-0329	Lettuce, Grn-Leaf 20#	800lb				
8915-01-E31-0341	Mango, Half-Ripe 10#	1700lb				
8915-01-E31-0744	Onion, Med, Ylw 50#	1200lb				
8915-01-E31-0538	Orange, 72-88 CT, 35#	3010lb				
8915-01-E31-0178	Parsley, US 5#	500lb				
8915-01-E31-0552	Pepper, Bell, Red, Swt 10#	920lb				
8915-01-E31-0564	Pineapple 27#	999lb				
8915-01-E31-0378	Potato, Bkg, 70sz 50#	1000lb				
8915-01-E31-0680	Tomato, Pink, 5X6 25#	1000lb				
8915-01-E31-0693	Melon, Water 40#	1520lb				
8915-01-E31-0856	Onion, Red 25#	300lb				
8915-01-E31-0281	Celery, Unwrp 55#	330lb				
8915-01-E31-0841	Cucumber 25#	500lb				
8915-01-E31-0319	Kiwi Fruit 7#	301lb				
8915-01-E31-0324	Lemon 140 ct 35#	315lb				
8915-01-E31-0429	Strawberry US No. 1 Grade	304lb				
8915-01-E31-0685	Tomato, Cherry 12#	204lb				
8915-01-E31-0581	Sprts, Bean 5#	200lb				
8915-01-E31-0600	Cabbage, Grn, Shred 5#	300lb				
8915-01-E31-0596	Broccoli, Florets	600lb				
8915-01-E31-0746	Onion, Red 25#	300lb				
8915-01-E31-0550	Pepper, Grn Bell 25#	200lb				
8915-01-E31-0554	Pepper, Ylw Bell 25#	200lb				
LOT 8 - GUAM						
Ship Load-out						
Stock Number	Item Description	C + 5	Offeror			Comments/General Remarks
			specify lbs below			
891501E210284	APPLE RED 88	160lb				
891501E210282	APPLE GRANNYSMITH 88 CT	160lb				
891501E212137	BANANA SABA 40#	160lb				
891501E210300	CABBAGE GREEN	90lb				
891501E210305	CANTALOUPE	140lb				
891501E210054	CARROT JUMBO 25#	100lb				
891501E210055	CAULIFLWR	60lb				
891501E210314	CELERY BULK	110lb				
891501E210320	COLE SLAW MIX 4/5	60lb				

WARTIME CATALOG SOLICITATION SUBMISSION WORKSHEET, RFP NO. SPM302-08-R-0002

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891501E210075	CUCUMBER (7 TOPS)	100lb					
891501E210081	ENDIVE	60lb					
891501E210331	GRAPEFRUIT	120lb					
891501E210333	GRAPE RED SDLS	90lb					
891501E210334	GRAPE GREEN SDLS	90lb					
891501E210552	HONEYDEW	200lb					
891501E210102	KIWI	60lb					
891401E210340	LEMON	70lb					
891501E210344	LETTUCE ICBG	140lb					
891501E210349	LETTUCE ROMAINE	144lb					
891501E210352	MANGO FRESH	120lb					
891501E210357	MUSHROOM	80lb					
891501E210362	ONION YELLOW DRY	200lb					
891501E210168	ORANGE 113	140lb					
891501E210373	PARSLEY	40lb					
891501E210377	PEAR ASIAN	120lb					
891501E210182	PEACH	90lb					
891501E210382	PEPPER RED SWEET	75lb					
891501E210381	PEPPER, GRN SWEET	100lb					
891501E210384	PEPPER YELLOW	75lb					
891501E210203	PINEAPPLE FRESH	200lb					
891501E210212	PLUM RED	90lb					
891501E210391	POTS BAKING,70CT	600lb					
891501E210418	TOMATO CHERRY	96lb					
891501E210419	TOMATO 20# PK 60CT	200lb					
891501E210422	WATERMELON SEEDLESS	528lb					