

Customer Contract Requirements

Customer Contract FA8307-12-C-0006

DFARS:

252.203-7000	Requirements Relating to Compensation of Former DOD Officials
252.204-7003	Control of Government Personnel Work Product
252.205-7000	Provision of Information to Cooperative Agreement Holders
252.225-7017	Photovoltaic Devices
252.232-7010	Levies on Contract Payments
252.232-7011	Payments in Support of Emergencies and Contingency Operations
252.237-7010	Prohibition on Interrogation of Detainees by Contractor
252.242-7004	Material Management and Accounting Systems
252.245-7003	Contractor Property Management System Administration
252.245-7004	Reporting, Reutilization, and Disposal

FAR:

52.204-1	Approval of Contract
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper
52.204-7	Central Contractor Registration
52.210-1	Market Research
52.215-8	Order of Precedence – Uniform Contract Format
52.219-4	Notice of Price Evaluation Preference for Hubzone Small Business Concerns.
52.226-5	Restrictions on Subcontracting Outside Disaster or Emergency Area
52-227-21	Technical Data Declaration, Revision, and Withholding of Payment – Major Systems
52.229-4	Federal, State, and Local Taxes (State and Local Adjustments)
52.232-1	Payments
52.232-17	Interest
52.232-23	Assignment of Claims
52.232-25	Prompt Payment
52.232-33	Payment by Electronic Funds Transfer – Central Contractor Registration
52.237-11	Accepting and Dispensing of \$1 Coin
52.242-3	Penalties for Unallowable Costs
52.249-3	Termination for Convenience of the Government (Dismantling, Demolition, or Removal of Improvements)

FARs in Full Text

52.226-6 Promoting Excess Food Donation to Nonprofit Organizations

(a) Definitions. As used in this clauses—

“Apparently wholesome food” means food that meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.

“Excess food” means food that—

- (1) Is not required to meet the needs of the executive agencies; and
- (2) Would otherwise be discarded.

“Food-insecure” means inconsistent access to sufficient, safe, and nutritious food.

“Nonprofit organization” means any organization that is—

- (1) Described in section 501(c) of the Internal Revenue Code of 1986; and
- (2) Exempt from tax under section 501(a) of that Code.

(b) In accordance with the Federal Food Donation Act of 2008 (42 U.S.C. 1792), the Contractor is encouraged, to the maximum extent practicable and safe, to donate excess, apparently wholesome food to nonprofit organizations that provide assistance to food-insecure people in the United States.

(c) Costs.

(1) The Contractor, including any subcontractors, shall assume the responsibility for all the costs and the logistical support to collect, transport, maintain the safety of, or distribute the excess, apparently wholesome food to the nonprofit organization(s) that provides assistance to food-insecure people.

(2) The Contractor will not be reimbursed for any costs incurred or associated with the donation of excess foods. Any costs incurred for excess food donations are unallowable.

(d) Liability. The Government and the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall be construed to supersede State or local health regulations (subsection (f) of 42 U.S.C. 1791).

(e) Flowdown. The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments greater than \$25,000 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States.

52.252-2 Clauses Incorporated By Reference

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:

<http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/Far/Far1toc.htm#TopOfPage>

52.252-6 Authorized Deviations in Clauses

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

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