SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS *OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30*			1. REQUISITION NUMBER	PAGE 1 OF 53
2. CONTRACT NO. SPM300-12-D-3283	3. AWARD/EFFECTIVE DATE 6/1/12	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM300-09-R-0066	6. SOLICITATION ISSUE DATE 11/24/2009
7. FOR SOLICITATION INFORMATION CALL:	a. NAME MARILYNNE DAVIS		b. TELEPHONE NUMBER *(No collect calls)* 215-737-3891	8. OFFER DUE DATE/ LOCAL TIME 03/03/10 4PM

9. ISSUED BY	CODE SPM300	10. THIS ACQUISITON IS
DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE, FTAF 700 ROBBINS AVE PHILADELPHIA, PA 19111		☑ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ EMERGING SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS NAICS: SIZE STANDARD: ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS ☐ 8(A)

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED	12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING N/A 14. METHOD OF SOLICITATION
☑ SEE SCHEDULE		☐	☐ RFQ ☐ IFB ☑ RFP

15. DELIVER TO	CODE	16. ADMINISTERED BY	CODE
SEE SCHEDULE		SAME AS BLOCK 9	

17a. CONTRACTOR/ OFFEROR	CODE SJ368	FACILITY CODE	18a. PAYMENT WILL BE MADE BY	CODE S33150
SUPREME FOODSERVICE GmbH TURBINENWEG 2 8866 ZIEGELBRUECKE SWITZERLAND TELEPHONE NO. 310-768-1937			DFAS-COLUMBUS CENTER DFAS-CO-SEPS P O BOX 182317 COLUMBUS, OH 43218-6260	

☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER

18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ACQUISITION FOR FULL LINE FOOD DISTRIBUTION FOR AUTHORIZED CUSTOMERS IN PANAMA - SOUTHCOM Base Period (24 Months) Option 1 (12 months) Option 2 (12 months) Option 3 (18 months) Min: $4,809,637.88 / Max: $96,192,757.50 *(Use Reverse and/or Attach Additional Sheets as Necessary)*				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT *(For Govt. Use Only)*
97X4930 5CBX5022600 61002620 S33189	$19,238,551.50 (ESTIMATED)

☐ 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☐ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED

☑ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN ____ COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED

☐ 29. AWARD OF CONTRACT: REF. ____ OFFER DATED ____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR	31a. UNITED STATES OF AMERICA *(SIGNATURE OF CONTRACTING OFFICER)*
MJSchuster	Marilynne Davis

30b. NAME AND TITLE OF SIGNER *(Type or print)*	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER *(Type or print)*	31c. DATE SIGNED
Michael J. Schuster Managing Director	June 1, 2012	MARILYNNE DAVIS	June 1, 2012

SOLICITATION/CONTRACT FORM

1. *The following documents are incorporated into this contract*:

   a. Solicitation SPM300-300-09-R-0066 dated 24 November 2009
   b. Amendment 0001 dated 12/01/2009
   c. Amendment 0002 dated 12/11/2009
   d. Amendment 0003 dated 12/16/2009
   e. Amendment 0004 dated 12/24/2009
   f. Amendment 0005 dated 01/19/2010
   g. Amendment 0006 dated 02/03/2010
   h. Amendment 0007 dated 02/05/2010
   i. Amendment 0008 dated 02/12/2010
   j. Amendment 0009 dated 02/19/2010
   k. Amendment 0010 dated 02/23/2010
   l. Amendment 0011 dated 03/19/2011
   m. SUPREME's initial Technical/Cost & Price proposal dated 03 March 2010, including all enhancements and revisions, and the final proposal revision dated 12 April 2012

2. *The following clauses found in the solicitation have been updated to reflect the most current version of the Clause. Those not listed here remain the same as stated in the solicitation and/or subsequent Amendments.*

FAR 52.212-4 -- Contract Terms and Conditions -- Commercial Items (Feb 2012)

(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights --

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31

U.S.C.3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to the Contract Disputes Act of 1978, as amended (41 U.S.C. 601-613). Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include --

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, contract line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration, or 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) Payment

(1) Items accepted. Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.

(2) Prompt Payment. The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.

(3) Electronic Funds Transfer (EFT). If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall—

(i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the—

(A) Circumstances of the overpayment (*e.g.,* duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(B) Affected contract number and delivery order number, if applicable;

(C) Affected contract line item or subline item, if applicable; and

(D) Contractor point of contact.

(ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) Interest.

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in Section 611 of the Contract Disputes Act of 1978 (Public Law 95-563), which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period at fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) Final decisions. The Contracting Officer will issue a final decision as required by 33.211 if—

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on—

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title.* Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty.* The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability.* Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances.* The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts.* The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, *et seq.*, Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986;

41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

(s) *Order of precedence.* Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

(1) The schedule of supplies/services.

(2) The Assignments, Disputes, Payments, Invoice, Other Compliances, and Compliance with Laws Unique to Government Contracts paragraphs of this clause.

(3) The clause at 52.212-5.

(4) Addenda to this solicitation or contract, including any license agreements for computer software.

(5) Solicitation provisions if this is a solicitation.

(6) Other paragraphs of this clause.

(7) The Standard Form 1449.

(8) Other documents, exhibits, and attachments.

(9) The specification.

(t) Central Contractor Registration (CCR).

(1) Unless exempted by an addendum to this contract, the Contractor is responsible during performance and through final payment of any contract for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government's reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis from the date of initial registration or subsequent updates its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(2)

(i) If a Contractor has legally changed its business name, "doing business as" name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in Subpart

42.12, the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to:

(A) Change the name in the CCR database;

(B) Comply with the requirements of Subpart 42.12 of the FAR;

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor must provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (t)(2)(i) of this clause, or fails to perform the agreement at paragraph (t)(2)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(3) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR Subpart 32.8, Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of payment" paragraph of the EFT clause of this contract.

(4) Offerors and Contractors may obtain information on registration and annual confirmation requirements via CCR accessed through https://www.acquisition.gov or by calling 1-888-227-2423, or 269-961-5757.

3. *The following clause to Addendum to 52.212-4, currently in the solicitation, has been updated:*

DLAD 52.211-9010	Shipping Label Requirements – Military Standard (MIL-STD) 129P	MAR 2012

4. *The following clauses to Addendum to 52.212-4 have been added:*

FAR 52.245-1	Government Property	APR 2012
DFARS 252.203-7002	Requirement to Inform Employees of Whistleblower Rights	JAN 2009

DFARS 252.232-7008 Assignment of Claims (Overseas) JUN 1997

5. *The following clauses found in the solicitation have been updated to reflect the most current version of the Clause. Those not listed here remain the same as stated in the solicitation and/or subsequent Amendments.*

DLAD 52.215-9006 ABILITYONE (FORMERLY CALLED JAVITS-WAGNER-O'DAY ACT (JWOD)) ENTITY SUPPORT- CONTRACTOR REPORTING (FEB 2012)

The Contractor shall submit periodic progress reports, no less frequently than annually, to the Contracting Officer regarding the Contractor's subcontracting efforts relative to AbilityOne entities. There is no standard or prescribed format for this requirement; however, performance data accumulated and reported by the Contractor must be as specified in its offer.

52.217-9006 SURGE AND SUSTAINMENT (S&S) REQUIREMENTS – ALTERNATE I (NOV 2011)

This solicitation includes items that are critical to support the Department of Defense's ability to conduct contingency operations. These items are designated as the S&S requirements, including the Services' go-to-war requirements. S&S requirements are identified as "Surge Quantity Option" expressed in a percent or exact quantity in this solicitation, and are in addition to peacetime quantities. The objective of this requirement is to obtain contractual coverage to meet the S&S quantities and sustainable accelerated delivery specified in this solicitation. S&S coverage includes access to production capability as well as vendor owned or managed inventory/safety stocks. Offerors will be evaluated on their ability to meet the terms and conditions of the S&S requirements. S&S requirements are defined as follows:

(a) Surge and Sustainment Capability means the ability of the supplier to meet the increased quantity and/or accelerated delivery requirements, using production and/or supplier base capabilities, in support of Department of Defense (DOD) contingencies and/or emergency peacetime requirements. This capability includes both the ability to ramp-up to meet early delivery or increased requirements (i.e., Surge), as well as to sustain an increased production and delivery pace throughout the contingency (i.e., Sustainment). The spectrum of possible contingencies ranges from major theater wars to smaller-scale military operations.

(b) S&S Quantity and Accelerated Delivery Schedule are identified on an individual item basis, based on the Services wartime planning requirements. The surge quantity option is expressed as a percent or an exact number with a sustainable accelerated delivery. The S&S quantity and delivery requirements are above and beyond the peacetime requirements in the schedule of supplies.

(c) S&S Capability Assessment Plan (CAP), (previously known as the "Surge Plan"). The CAP provides the offeror's method of covering the S&S quantity and delivery requirements, identification of competing priorities for the same resources, and date the Contractor can provide the required S&S capability. If any of the S&S quantity and delivery requirements cannot be met, the offeror must identify the shortfall and provide the best value solutions to include a proposed investment strategy to offset the shortfall. For example, the CAP may include, but is not limited to, one of the following scenarios to address wartime delivery requirements:

(1) The S&S quantity and delivery requirements can be fully covered within the supplier's resources.

(2) The S&S delivery schedule can be fully covered with early deliveries due to unit pack shipping.

(3) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and the supplier has no cost-effective investment strategy that would improve the capability to deliver according to the quantity and delivery requirements.

(4) The total S&S quantity and delivery requirements can be met but at a different delivery rate, and includes an investment strategy that would improve the supplier's capability to deliver according to the surge quantity option (e.g., the surge quantity option calls for 50% of estimated annual demand quantity or an exact quantity of 20 boxes) every 10 days, and the vendor can meet the schedule starting in the third ordering period but needs Government investment to become capable of meeting deliveries in the first two months).

(5) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a fraction of the total quantities specified); however, the supplier has no cost-effective investment strategy that would improve the capability to deliver at the surge quantity option.

(6) The S&S quantity and delivery requirements can be partially covered (the supplier can only provide a portion of the surge quantity option specified), and includes an investment strategy that would improve the supplier's capability to deliver at the surge quantity option.

(d) Government Investments. Use of Government investment may be considered to address S&S coverage shortfalls as specified under (c)(3) to (7) above only when it is in the Government's best interest. Use of Government investment is limited per clause 52.217-9010. Contracting Officer (CO) approval is required for any Government investment requests and any investment costs incurred by the supplier without the explicit written approval of the Contracting Officer are the sole responsibility of the supplier.

(e) Agreement to Participate in S&S Validation/Testing. By submission of an offer, the supplier agrees to participate in S&S validation/testing as required by the Government to verify the stated S&S capability. Testing/Validation may include any methodology that can validate the supplier's S&S capability. Validations will be conducted on randomly selected items by the Industrial Specialist after contract award and throughout the contract period. Validations include, but are not limited to, verification that the supplier and any subcontractor(s) have sufficient equipment, facilities, personnel, stock, pre-positioned raw material, production capabilities, visibility of supplier base resources and agreements, networks and plans for distribution (receiving, storing, packaging and issuing) and transportation services to accommodate the S&S requirements in the contract. This validation includes examination of any in-house work, review of the stock rotation plan (if applicable), and other contracts that impact the production of any added or accelerated quantities. The Government reserves the right to require validation using other methodologies when deemed appropriate. The language in this clause does not limit the Government's right, at any time after award, to perform inspections or validate the supplier's S&S capability.

(f) Supplier notification of S&S capability changes. The supplier agrees to maintain S&S capability to produce and/or deliver the S&S quantity identified in the Schedule of supplies in accordance with the approved CAP and S&S terms and conditions throughout the life of the contract. Changes that negatively impact S&S capability must be reported in writing to the Contracting Officer within ten (10) working days after the supplier becomes aware of such an impact. Such notification must include a revised S&S CAP with the supplier's proposed corrective action(s) and date when the supplier can attain the required S&S capability. Refer to 52.217-9007(a) for instructions on submitting changes to the CAP.

(g) Government changes, additions and deletions to S&S requirements. The identification of new S&S items in the peacetime schedule or increases in quantities of items already in the S&S schedule will be done through bilateral contract modifications. Deletion of S&S requirements or decreases in quantities will be made by the Government through unilateral contract modifications. The government reserves the right to obtain S&S requirements from other sources without liability to the supplier. This language does not relieve the supplier of the responsibility to provide, in accordance with the applicable delivery schedule, non-S&S and S&S quantities agreed to in the Schedule and CAP during the contingency.

(h) Early or Unexpected S&S Requirements. The supplier shall support S&S requirements to the maximum extent practical (1) prior to the supplier achieving full S&S capability agreed to in the Schedule and the CAP, and (2) for requirements exceeding those agreed upon in the Schedule and the CAP, if agreed to by the Contractor and not exceeding any applicable contract maximum dollar value or quantity. The Government reserves the right to obtain S&S requirements from other sources without liability to the supplier.

DLAD 52.211-9046 FOOD AND DRUG ADMINISTRATION (FDA) COMPLIANCE - DLA TROOP SUPPORT MEDICAL AND SUBSISTENCE (NOV 2011)

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.

DLAD 52.201-9001 ORDERING OFFICERS UNDER THE CONTRACT (NOV 2011)

(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.

(b) 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.

(c) In the case of a termination, the applicable agency, commissary, or activity may reprocure the supplies locally. The ordering officer shall also notify the Defense Logistics Agency (DLA) Contracting Officer of all terminations and repurchase actions which were processed under the indefinite delivery contract.

(d) 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.

(e) [ ] If checked, the following individuals are appointed ordering officers under this contract:

Appointed Ordering Officer(s) for Contract (Number)

Name	Title

52.216-9065 ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR DLA TROOP SUPPORT - SUBSISTENCE PRODUCT PRICE BUSINESS MODEL (NOV 2011) DLAD

(a) WARRANTIES: For the portion of the schedule that is covered by this EPA clause, the contractor warrants that --
(1) Contract Unit Prices covered by this contract do not include allowances for any portion of the contingency covered by this clause; and All price adjustments invoiced under this contract shall be computed in accordance with the provisions of this clause.

(b) DEFINITIONS: As used throughout this clause, the term.
(1) "Contract Unit Price" means the total price per unit charged to DLA Troop Support for a product delivered to DLA Troop Support's customers. The Contract Unit Price consists of two components: Product Price and Distribution Price as identified in the schedule of items. The sum of the two component prices shall be rounded to the nearest cent to determine the final Contract Unit Price.
(2) DLA Troop Support "Manufacturer's Price Agreement" (MPA) means an agreement between DLA Troop Support and manufacturers which identifies a fixed product price for specific items that will be cataloged by the prime vendor.
(3) "Product Price" is the most recent DLA Troop Support Manufacturer's Price Agreement (MPA)price or the most recent manufacturer, grower or private label holder commercial price per unit to theContractor, exclusive of standard freight. The Product Price shall be based on FOB Origin/Point ofManufacture. Product Price shall exclude all costs that are to be covered in the Distribution Price.
(i) Exceptions:
A) Fresh Fruits and Vegetables (FF&V): The product price shall be based on FOB Origin/Point of Importer when the following conditions apply;
(1) The product is listed in category {N/A}; and
(2) It is necessary for the product to be transported into the local market of the importer, as otherwise approved under the contract, from a foreign country because local supply does not exist or it is insufficient to meet demand requirements; and
(3) The importer that establishes the product price is the firm that actually performs the FF&V import service, including, but not limited to: procurement, storage, consolidation, pallets, and palletizing as it applies to the importer's normal commercial sales, and the importer has comparable commercial sales in the market that is the point of import.
B) A CONUS-based manufacturer, grower or private label holder's product pricing which is a national price inclusive of transportation costs to a Distribution Point shall be

supported by documentation and may be considered by the Government on a case by case basis, upon concurrence of the contracting officer.

C) Mandatory Source Items: The product price shall be limited to the nonprofit agency's price for product as set in accordance with applicable law. The product price shall be based on FOB Origin/Nonprofit Agency. (Prices set in accordance with applicable law (FOB Origin/Nonprofit Agency.)

D) Prime Vendor Table Displays/Decorations only: For products listed in Category {N/A} Prime Vendor Table Displays/Decorations only, the product price shall be based on FOB Origin/Point of the manufacturer's distributor because the manufacturer will not sell directly to the prime vendor. This exception must be approved by the Contracting Officer on a case by case basis. Support documentation is required.

E) A CONUS-based redistributor's price for a specific manufacturer's product (SKU) may be considered by the Government as long as the redistributor's price for the quantity ordered is equal to or lower than the manufacturer's published price inclusive of discounts/allowances. This exception must be approved by the Contracting officer on a case by case basis. Support documentation may be required.

"Product Allowance" is discounts, rebates, and allowances to be passed on to the Government. In accordance with other provisions of the contract, all discounts, rebates, or allowances on particular items which are reflected in the amounts shown on the face of the manufacture's, grower's or private label holder's invoice (referred to as "off-invoice allowances") or otherwise given to the contractor by the manufacturer, grower or private label holder, shall be passed by the Contractor to the Government, in the form of an up-front price reduction. The total of these discounts, rebates, and allowances (Product Allowance), shall be reflected via a reduced STORES price, resulting in a lower invoice price to the customer. Any rebates that must be passed to the Government and which cannot be applied as an up-front price reduction must be submitted via check made to the US Treasury, attached with itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and CLIN number.

(5) "Distribution Price(s)" means the firm fixed price portion of the Contract Unit Price, offered as a dollar amount per unit of issue, rounded up or down to the nearest cent. The Distribution Price is the only method for the Contractor to bill the Government for all aspects of contract performance other than Product Price, including but not limited to, the performance requirements of this SOW. As detailed above in (3), Product Price is distinct from and not to be included in the Distribution Price. For use in OCONUS location(s) that do not use distribution price language in alternates I or II.

(6) "Ordering Catalog" means the electronic listing of items and their corresponding contract unit prices available for ordering under this contract.

(7) "Ordering Month" means from the Sunday (12:01 AM) of the First full week in a calendar month through the last Saturday (11:59 PM) in that calendar month (Eastern Time ET, standard or daylight as applicable).

(8) "United States Defense Transportation System (DTS) Ocean Shipping Costs:" DTS ocean transportation costs (the cost of shipping the product from the Prime Vendor's CONUS facility(s) to the prime vendor's OCONUS facility(s), aka "Point to Point" delivery via DTS),

shall be excluded from the distribution price. The Defense Transportation System is responsible for point-to-point delivery.
(c) PRICE ADJUSTMENTS:
(1) General:
(i) All Contract Unit Prices shall be fixed and remain unchanged until changed pursuant to this clause or other applicable provision of the contract. Only the Product price component of the Contract Unit Price is subject to adjustment under this clause. After the first Ordering month, if the Contractor's Product Price changes for any or all Contract Unit Prices, the Contract Unit Price shall be changed in the next month's Ordering Catalog upon the Contractor's request, submitted in accordance with paragraph iii below, by the same dollar amount of the change in the Product price, subject to the limitations in paragraph (d). The price change shall be effective at the beginning of the next Ordering Month.
(ii) All Ordering Catalog Unit Prices computed in accordance with this clause and in effect when an order is placed shall remain in effect for that order through delivery. DLA Troop Support will be charged the Contract Unit Price in effect at the time of each order regardless of any changes in the unit price occurring in any subsequent Ordering Month. Catalog product prices must be reflective of the prime vendor's last receipt price (the price of the stock most recently received into the OCONUS inventory). For all distribution categories, when multiple sources are being utilized and more than one manufacturer's product is receipted prior to a catalog update, the contractor shall establish the product price based on the mix of invoices received after the previous changes period. The product price would be derived as follows:
Supplier A – 40% x $5.70 = $2.28
Supplier B – 30% x $5.90 = $1.77
Supplier C – 30% x $6.30 = $1.89
Product Price = $5.94
(iii) Updates to the Product Price: All notices and requests for new item product prices and price changes shall be submitted monthly, no later than 12:00 pm local Philadelphia, PA time on the last Monday of each month for submission not later than 12:00 pm local Philadelphia, PA time on the last Monday of each month, to be effective in the following Ordering Month's Ordering Catalog prices. The Product Price shall have any and all Product Allowance subtractions made prior to presenting the Product Price to DLA Troop Support. The Contractor shall notify the Contracting Officer of its notice/request in the form of an EDI 832 transaction set. The change notice shall include the Contractor's adjustment in the Product Price component of the applicable Contract Unit Price. Upon the Contracting Officer's acceptance of such 832 price changes in accordance with v below, the price change transaction sets will post in the next month's Ordering Catalog and each contract unit price shall be changed by the same dollar amount of the change in the Product Price in the next month's Ordering Catalog.

(iv) All price changes, and catalog contract prices, are subject to review by the Government. The Contracting Officer may at any time require the submission of supporting data to substantiate any requested price change or the requested continuation of the pre-existing price for any item, including prices applicable to prior ordering months. Upon notice from the Contracting Officer that supporting data is required, the Contractor shall promptly furnish to the Government all supporting data, including but not limited to, invoices, quotes, price lists, supplier documentation

regarding rebates/allowances, and any other substantiating information requested by the Contracting Officer.
(v) Price change requests that the Contracting Officer questions or finds to be inconsistent with the requirements of this clause shall not be posted until the Contracting Officer specifically authorizes the posting. If the Contracting Officer does not notify the Contractor by close of business local Philadelphia, PA time on the Thursday day immediately following the Monday that a price or a price change request is being questioned or has been found to be erroneous, the price change(s) will post to the ordering catalog effective the beginning of the following Ordering Month. The posting of updated prices in the Ordering Catalog, calculated in accordance with this clause, constitutes a modification to this contract. No further contract modification is required to effect this change.
(vi) Should the Contracting Officer determine that, or question whether, a price change request contained an erroneous unit price or price change, or cannot otherwise determine the changed price(s) to be fair and reasonable, such as when the changed price(s) is (are) higher than lower Product Prices for items of comparable quality which are reasonably available to the Government or Contractor from other sources, the Contracting Officer will so advise the Contractor, prior to close of business local Philadelphia, PA time on the Friday immediately following the Monday. If the Contracting Officer cannot determine a price fair and reasonable, and the Contracting Officer and the Contractor cannot negotiate a fair and reasonable price, the Contracting Officer may reject any price change and direct in writing that the item in question be removed from the Contractor's Ordering Catalog, without Government liability. The Contracting Officer may subsequently remove any such item from the Ordering Catalog if the Contractor fails to remove it. The Government has the right to procure such removed items from any alternate source of supply, and the failure of the Contractor to supply such item will be considered a negative instance of performance.
(vii) In the event of a price change not posting or an Ordering Catalog Contract Unit Price not computed in accordance with this clause, resulting in an incorrectly increased or decreased Contract Unit Price, the Prime Vendor shall immediately notify the Contracting Officer in writing and promptly thereafter correct its Ordering Catalog and submit a refund for any amounts paid to the Contractor resulting from the erroneous price. In the event of an erroneous price decrease in the Ordering Catalog, if the Contractor can demonstrate to the satisfaction of the Contracting Officer that the error did not result from the fault or negligence of the Contractor, the Contractor may submit a request for equitable adjustment for consideration by the Contracting Officer.

(2) Limitations: All adjustments under this clause shall be limited to the effect on Contract Unit Prices of actual increases or decreases in the Product Prices for material. There shall be no upward adjustment for --
(i) Supplies for which the Product Price is not affected by such changes;
(ii) Changes in the quantities of material; and
(iii) Increases in unit prices that the Contracting Officer determines are computed incorrectly (i.e. not adhering to the Contract Unit Price definition in this clause) and/or increases in unit prices that the Contracting Officer determines are not fair and reasonable.

UPWARD CEILING ON ECONOMIC PRICE ADJUSTMENT: The aggregate of contract product price increases for each item under this clause during the contract period inclusive of any option period(s) or tiered pricing period(s) shall not exceed 70%, 90% for Fresh Fruits and Vegetables (FF&V)) of the initial Contract product price, except as provided below:
(1) If at any time the Contractor has reason to believe that within the near future a price adjustment under the provisions of this clause will be required that will exceed the current contract ceiling price for any item, the Contractor shall promptly notify the Contracting Officer in writing of the expected increase. In the event the latest actual market price for an item would result in a contract unit price that will exceed the allowable ceiling price under the contract, then the Contractor shall immediately notify the Contracting Officer in writing or via its EDI 832 price change request and separate email no later than the time specified in paragraph (c)(1)(iii) above. With either such notification the Contractor shall include a revised ceiling the Contractor believes is sufficient to permit completion of remaining contract performance, along with appropriate explanation and documentation as required by the Contracting Officer.
(2) If an actual increase in the reference price would raise a contract unit price for an item above the current ceiling, the Contractor shall have no obligation under this contract to fill future orders for such items, as of the effective date of the increase, unless the Contracting Officer issues a contract modification to raise the ceiling. If the contract ceiling will not be raised, the Contracting Officer shall so promptly notify the Contractor in writing. After evaluation of a requested actual price increase, if the Contracting Officer authorizes the change in the contract unit price, the Contractor shall submit an EDI 832 price change. The price change shall be posted for the following month's ordering catalog.

(e) DOWNWARD LIMITATION ON ECONOMIC PRICE ADJUSTMENTS:
There is no downward limitation on the aggregated percentage of decreases that may be made under this clause.

(f) EXAMINATION OF RECORD: The Contracting Officer or designated representative shall have the right to examine the Contractor's books, records, documents and other data, to include commercial sales 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.

(g) FINAL INVOICE: The Contractor shall include a statement on the final invoice that the amounts invoiced hereunder have applied all decreases required or authorized by this clause.

(h) DISPUTES: Any dispute arising under this clause shall be determined in accordance with the "Disputes" clause of the contract.

DLAD 52.246-9044 Sanitary Conditions (NOV 2011)

(a) Food establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support 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 by the United States Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), 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 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 by the USDA, Agriculture Marketing Service (AMS) 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 by the USDA FSIS 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 by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) 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 by the USDHHS, FDA 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 by the USDHHS, FDA 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, Virginia 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).

(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.

FAR 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (May 2012)

(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) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

____ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 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 check as appropriate.]

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

__X_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

____(3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub L. 111-5) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009).

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Feb 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

__X_ (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

___ (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

__X_ (8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74, section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

___ (9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

_X__ (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

___ (11) [Reserved]

___ (12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (13) (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.

_X__ (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

_X__ (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (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.

___ (iv) Alternate III (July 2010) of 52.219-9.

___ (16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

____ (17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

__X__ (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (19) (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.

___ (20) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (21) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

__X_ (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

___ (25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

_X__ (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

_X__ (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

_X_ (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

_X__ (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

_X_ (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

_X__ (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

_X__ (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

___ (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (34) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

___ (35) (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)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

___ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (37) (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.

X (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

___ (39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

___ (ii) Alternate I (Mar 2012) of 52.225-3.

___ (iii) Alternate II (Mar 2012) of 52.225-3.

___ (iv) Alternate III (Mar 2012) of 52.225-3.

___ (41) 52.225-5, Trade Agreements (May 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

_X__ (42) 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).

___ (43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (45) 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)).

___ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

__X_ (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

___ (48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

___ (49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

___ (50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

___ (ii) Alternate I (Apr 2003) of 52.247-64.

(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) (Sep 2009) (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 (Sep 2009) (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 (Feb 2009) (41 U.S.C. 351, *et seq.*).

___ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

___ (8) 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 this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds $650,000 ($1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

___ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 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.*)

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jan 2009).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

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

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

DFARS 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAY 2012)

(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.

___X_ 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) _X___ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) __X___ 252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

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

(4) __X__ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (SEP 2011) (15 U.S.C. 637).

(5) ____ 252.219-7004, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) _X___ 252.225-7001, Buy American Act and Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).

(ii) ____Alternate I (OCT 2011) of 252.225-7001.

(7) ____ 252.225-7008,
Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).

(8) ____ 252.225-7009,
Restriction on Acquisition of Certain Articles ContainingSpecialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9) __X__ 252.225-7012,
Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(10) ____ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(11) ____ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) _____252.225-7017, Photovoltaic Devices (MAY 2012) (Section 846 of Pub. L. 111-383).

(13)(i) ____ 252.225-7021, Trade Agreements (MAY 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) ____ Alternate I (OCT 2011) of 252.225-7021.

(iii) ____Alternate II (OCT 2011) of 252.225-7021.

(14) ____ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(15) ____ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(16)(i) ____ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (MAY 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

(ii)___ Alternate I (OCT 2011) of 252.225-7036.

(iii) ___ Alternate II (OCT 2011) of 252.225-7036.

(iv) ___ Alternate III (OCT 2011) of 252.225-7036.

(v) ___ Alternate IV (MAY 2012) of 252.225-7036.

(vi) ___ Alternate V (MAY 2012) of 252.225-7036.

(17) ____ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(18) ____ 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(19) _X___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(20) ____ 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(21) ____ 252.227-7015, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).

(22) ____ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c).

(23) __X__ 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(24) ____ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) ____ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(26) _X___ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(27) ____ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) ____ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(29)(i) _X___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10U.S.C. 2631).

(ii) _X___ 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.

(30) _X___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(31) ____ 252.247-7027, Riding Gang Member Requirements (OCT 2011)(Section 3504 of Pub. L. 110-417).

(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) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see 227.7103-6(a)).

(3) 252.227-7015, Technical Data—Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 2011), if applicable (see 227.7102-4(c)).

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C 2631).

(9) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

DFARS 252.225-7000 BUY AMERICAN ACT—BALANCE OF PAYMENTS PROGRAM CERTIFICATE (DEC 2009)

(a) *Definitions.* "Commercially available off-the-shelf (COTS) item," "component," "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.*

(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) For end products other than COTS items, 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, including end products manufactured in the United States that do not qualify as domestic end

products, i.e., an end product that is not a COTS item and does not meet the component test in paragraph (ii) of the definition of "domestic end product":

Line Item Number	Country of Origin (If known)

DLAD 52.233-9000 Agency Protests (NOV 2011)

(a) Companies protesting this procurement may file a protest

(1) with the Contracting Officer,

(2) with the Government Accountability Office (GAO), or

(3) pursuant to Executive Order Number 12979, with the Agency for a decision by the Activity's Chief of the Contracting Office.

(b) Protests filed with the agency should clearly state that they are an "Agency Level Protest under Executive Order Number 12979."

(Note: Defense Logistics Agency (DLA) procedures for Agency Level Protests filed under Executive Order Number 12979 allow for a higher level decision on the initial protest than would occur with a protest to the Contracting Officer; this process is not an appellate review of a Contracting Officer's decision on a protest previously filed with the Contracting Officer). Absent a clear indication of the intent to file an agency level protest, protests will be presumed to be protests to the Contracting Officer.

DLAD 52.233-9001 Disputes Agreement to Use Alternative Dispute Resolution (ADR) (NOV 2011)

(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 Federal Acquisition Regulation (FAR) clause 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. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.

(c) The offeror should check here to opt out of this clause:

[ ] Alternate wording may be negotiated with the Contracting Officer.

6. *The following clauses have been added:*

52.209-7 – Information Regarding Responsibility Matters (Feb 2012)

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

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

"Federal contracts and grants with total value greater than $10,000,000" means—
(1) The total value of all current, active contracts and grants, including all priced options; and
(2) The total value of all current, active orders including all priced options under indefinite-delivery, indefinite-quantity, 8(a), or requirements contracts (including task and delivery and multiple-award Schedules).

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

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

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

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

(i) In a criminal proceeding, a conviction.

(ii) In a civil proceeding, a finding of fault and liability that results in the payment of a monetary fine, penalty, reimbursement, restitution, or damages of $5,000 or more.

(iii) In an administrative proceeding, a finding of fault and liability that results in—

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

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

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

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

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

DFARS 252.209-7999 - Representation By Corporations Regarding An Unpaid Delinquent Tax Liability Or A Felony Conviction Under Any Federal Law. (DEVIATION 2012-O0004) (JAN 2012)

(a) In accordance with sections 8124 and 8125 of Division A of the Consolidated Appropriations Act, 2012,(Pub. L. 112-74) none of the funds made available by that Act may be used to enter into a contract with any corporation that—

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

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

(b) The Offeror represents that—

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

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

FAR 52.225-25 -- Prohibition on Contracting with Entities Engaging in Sanctioned Activities Relating to Iran—Representation and Certification (Nov 2011)

(a) *Definitions.* As used in this provision--
Person--
(1) Means--
(i) A natural person;
(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and
(iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and
(2) Does not include a government or governmental entity that is not operating as a business enterprise.
Sensitive technology—
(1) Means hardware, software, telecommunications equipment, or any other technology that is to be used specifically—
(i) To restrict the free flow of unbiased information in Iran; or
(ii) To disrupt, monitor, or otherwise restrict speech of the people of Iran; and
(2) Does not include information or informational materials the export of which the President does not have the authority to regulate or prohibit pursuant to section 203(b)(3) of the International Emergency Economic Powers Act (50 U.S.C. 1702(b)(3)).
(b) The offeror shall email questions concerning sensitive technology to the Department of State at CISADA106@state.gov.
(c) Except as provided in paragraph (d) of this provision or if a waiver has been granted in accordance with 25.703-4, by submission of its offer, the offeror--
(1) Represents, to the best of its knowledge and belief, that the offeror does not export any sensitive technology to the government of Iran or any entities or individuals owned or controlled by, or acting on behalf or at the direction of, the government of Iran; and

(2) Certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons or technologies.
(d) Exception for trade agreements. The representation requirement of paragraph (c)(1) and the certification requirement of paragraph (c)(2) of this provision do not apply if—
(1) This solicitation includes a trade agreements notice or certification (e.g., 52.225-4, 52.225-6, 52.225-12, 52.225-24, or comparable agency provision); and

7. *The following clauses are hereby have been deleted and replaced with the clause following*:

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

REPLACE WITH – FAR 52.217-9 -- Option to Extend the Term of the Contract (Mar 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 3 days prior to expiration provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least _60__ days before the contract expires. The preliminary notice does not commit the Government to an extension.

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5.5 (years).

8. *The following clause is hereby deleted:*

Delete full version text of DFARS 252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2008) found on page 41

9. *The Mandatory Items on pages 90 through 96 of the solicitation are updated as follows*:

MANDATORY FOOD PRODUCTS AND DINING PACKETS April 27, 2012

A. Certain supplies or services to be provided under this contract for use by the Government are required by law to be obtained from nonprofit agencies participating in the program operated by the Committee for Purchase From People Who Are Blind or Severely

Disabled (the Committee) under the Javits-Wagner-O'Day (JWOD) Act (41 U.S.C. 46-48c).

B. The mandatory products are required to be purchased from the Non Profit Agency manufacturers listed in paragraph I. The listing of required mandatory products and Non Profit Agency manufacturers is subject to change when directed by the Committee. The contractor (Subsistence Prime Vendor) is required to expeditiously catalog the mandatory products and remove any commercial equivalent product with "essentially the same"* product characteristics. If the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the approval of the Contracting Officer must be obtained for the extension.

C. Any other commercial equivalent product with "essentially the same"* product characteristics can not be sold to the DLA Troop Support customers under this contract.

D. The contractor must ensure that sufficient stocks of mandatory products are on hand to satisfy anticipated customer demand taking into account lead times for delivery from the designated mandatory source to the Prime Vendor. If a contractor is notified that any of the below products are not available from the designated mandatory source, the contractor must notify the Contracting Officer immediately.

E. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with "essentially the same" product characteristics as those items listed below.

F. If the contractor is requested to carry other commercially equivalent product with "essentially the same"* product characteristics but with a unique packaging requirement that is not currently provided by the mandatory source, the contractor must notify the mandatory source and the Contracting Officer in order to provide the designated mandatory source with the opportunity to satisfy the unique packaging requirement being requested. Included in the contractor notification to the designated mandatory source and Contracting Officer, will be the customer's justification for the unique packaging requirement.

G. Price and delivery information for the mandatory products are available directly from the Designated Sources as listed in paragraph I. below. Payments shall be made directly to the Designated Source making delivery. The current procurement list F.O.B Origin prices as established by the Committee for Purchase are included in paragraph I. 1, 2, &3 for the food products.

H. ** To allow the proper flow of order and billing information through the DoD ordering, financial, and other operating systems, stock numbers have been assigned for individual containers where necessary to permit the sale of individual containers in lieu of case quantities.

I. **Mandatory Products and Designated Sources:**

1. **Pancake Mix, Devil's Food Cake Mix, Gingerbread Cake Mix, and Milk Nonfat Dry**

NOTE: Advocacy and Resources Corporation d/b/a AMP is currently suspended from doing business and a purchase exception is pending. The products identified for AMP are not "mandatory" until further guidance from the Committee for Purchase.

Advocacy and Resources Corporation d/b/a AMP
435 Gould Drive
Cookeville, TN 38506
Primary P.O.C. Ami Sewell (931) 432-5981
Direct: 931-432-7581
aswell@millcreekbrands.com
Secondary P.O.C. Melissa Wilson (931) 432-5981
Direct: 931-432-7585
Melissa@millcreekbrands.com
Secondary P.O.C. Mark Matlock (931) 432-5981
Direct: 931-432-7506
mmatlock@millcreekbrands.com

STOCK NUMBER	PRODUCT	($) PRICE FOB ORIGIN*
8920-01-E60-7848	Cake Mix, Gingerbread, 6/5 LB BGS/CS	24.92
8920-01-E60-7849	Cake Mix, Gingerbread, 50 LB BG	34.15
8920-01-E60-7748	Cake Mix, Gingerbread, 6/#10 CN/CS	24.36
8920-01-E60-7846	Cake Mix, Devil's Food, 6/5 LB BGS/CS	29.90
8920-01-E60-7847	Cake Mix, Devil's Food, 50 LB BG	42.13
8920-01-E60-7747	Cake Mix, Devil's Food, 6/#10 CN/CS	32.62
8920-01-E60-7860	Pancake & Waffle Mix, Regular, 6/5 LB BGS/CS	25.00
8920-01-E60-7861	Pancake & Waffle Mix, Regular, 6/6 LB BGS/CS	29.08
8920-01-E60-7862	Pancake & Waffle Mix, Regular, 25 LB BG	21.71
8920-01-E60-7863	Pancake & Waffle Mix, Regular, 50 LB BG	36.07
8920-01-E60-7749	Pancake & Waffle Mix, Regular 6/#10 CN/CS	26.95
8920-01-E60-7856	Pancake Mix, Buttermilk, 6/5 LB BGS/CS	25.48
8920-01-E60-7857	Pancake Mix, Buttermilk, 6/6 LB BGS/CS	30.20
8920-01-E60-7858	Pancake Mix, Buttermilk, 25 LB BG	21.50
8920-01-E60-7859	Pancake Mix, Buttermilk, 50 LB BG	34.39
8920-01-E60-7850	Pancake Mix, Buttermilk, 6/#10 CN/CS	26.95

8910-01-E60-8832	Milk Nonfat Dry 4lb general purpose, 6/#10 CN/CS	77.11

2. **Spices and Spice Blends:** *Garlic powder, Granulated Garlic, Paprika, Black Pepper (ground, cracked & whole)* , All Purpose w/o Salt, Chili Powder, Lemon Pepper, Cinnamon Ground, Cinnamon Stick Whole, Taco Mix, Ginger Ground, Cayenne Pepper, Red Pepper, Canadian Style Blend for beef.

Price changes effective as of December 14, 2011

Note: Pepper restaurant grind 5lb co added to the federal procurement with these price changes.

Unistel, Continuing Developmental Services
650 Blossom Road
Rochester, NY 14610-1811
P.O.C. Joe Perdicho
Direct: (585) 341-4712
Toll free: (800) 864-7835
jperdicho@cdsunistel.org

STOCK NUMBER**	PRODUCT	($) PRICE FOB ORIGIN
8950-01-E60-5751	Garlic Powder, 1 LB CO, 12/CS	55.82
8950-01-E60-7769	Pepper, Black, Ground, Gourmet, 18 OZ CO, 6/CS	69.83
8950-01-E60-7768	Pepper, Black, Ground, Gourmet, 18 OZ CN, 6/CS	78.46
8950-01-E60-7765	Pepper, Black, Ground, Gourmet, 1.5 OZ CO, 48/CS	58.37
8950-01-E60-8237	Pepper, Black, Cracked, 1 LB CO, 6/CS	63.41
8950-01-E60-8236	Pepper, Black, Cracked, 1 LB CN, 6/CS	72.04
8950-01-E60-8235	Pepper, Black, Cracked, 18 OZ CO, 6/CS	69.83
8950-01-E60-8234	Pepper, Black, Cracked, 18 OZ CN, 6/CS	78.46
8950-01-E60-8239	Pepper, Black, Whole, 1 LB CO, 6/CS	67.23
8950-01-E60-8238	Pepper, Black, Whole, 1 LB CN, 6/CS	75.86
8950-01-E60-8241	Pepper, Black, Whole, 18 OZ CO, 6/CS	73.92
8950-01-E60-8240	Pepper, Black, Whole, 18 OZ CN, 6/CS	82.55
8950-01-E60-9997	Pepper, Black, Ground, Restaurant Grind, 18OZ CO, 6/CS	71.11
8950-01-E60-9996	Pepper, Black, Ground, Restaurant Grind, 5 LB CO, 1/CS	154.11
8950-01-E60-9456	Spice Blend, All Purpose w/o Salt, 2.5oz CO, 12/CS	22.59
8950-01-E60-9457	Spice Blend, All Purpose w/o Salt, 6.75oz CO, 6/CS	23.15
8950-01-E60-9458	Spice Blend, All Purpose w/o Salt, 10oz CO, 12/CS	52.20
8950-01-E60-9459	Spice Blend, All Purpose w/o Salt, 20oz CO, 6/CS	44.74
8950-01-E60-9460	Spice Blend, All Purpose w/o Salt, 28oz CO, 6/CS	57.79
8950-01-E60-9461	Spice Blend, Chili, Powder, dark, 16oz CO, 6/CS	27.94
8950-01-E60-9462	Spice Blend, Chili, Powder, light, 17oz CO, 6/CS	27.86
8950-01-E60-9463	Spice Blend, Chili Powder, light, 18oz CO, 6/CS	28.77

8950-01-E60-9464	Spice Blend, Chili Powder, dark, 20oz CO, 6/CS	31.91
8950-01-E60-9465	Spice Blend, Chili Powder, 5lb CO, 1/5lb/CS	24.00
8950-01-E60-9147	Spice Blend, Lemon Pepper, 28oz CO, 6/CS	42.63
8950-01-E60-9466	Spice Blend, Lemon Pepper, 26oz CO, 6/CS	40.45
8950-01-E60-9467	Spice Blend, Lemon Pepper, 27oz CO, 6/CS	41.55
8950-01-E60-9150	Spice Cinnamon, Ground, 16oz CO, 6/CS	23.38
8950-01-E60-9468	Spice Blend, Cinnamon, Maple Sprinkle, 30oz CO, 6/CS	41.33
8950-01-E60-9469	Spice Cinnamon, Ground, 15oz CO, 6/CS	22.69
8950-01-E60-9470	Spice Cinnamon, Ground, 18oz CO, 6/CS	24.79
8950-01-E60-9471	Spice Cinnamon, Ground, 5lb CO, 3/5lb/CS	45.56
8950-01-E60-9472	Spice Cinnamon, Stick, Whole, 8oz CO, 6/CS	26.25
8950-01-E61-0104	Spice Ginger Ground, 14oz CO, 6/CS	37.10
8950-01-E61-0105	Spice Ginger Ground, 15oz CO, 6/CS	38.77
8950-01-E60-9152	Spice Ginger Ground, 16oz CO, 6/CS	38.78
8950-01-E61-0103	Spice Blend Canadian Style for beef, 29oz CO, 6/CS	69.35
8950-01-E61-0106	Spice Pepper, Cayenne, Ground, 1.5oz CO, 48/CS	38.26
8950-01-E60-9155	Spice Pepper, Cayenne, Ground, 14oz CO, 6/CS	27.96
8950-01-E61-0107	Spice Pepper, Cayenne, Ground, 16oz CO, 6/CS	30.22
8950-01-E61-0108	Spice Pepper, Red, Ground, 16oz CO, 6/CS	30.22
8950-01-E61-0099	Spice Mix, Taco, 9oz CO, 6/CS	25.52
8950-01-E61-0100	Spice Mix, Taco, 11oz CO, 6/CS	28.50
8950-01-E61-0101	Spice Mix, Taco, 23oz CO, 6/CS	48.01
8950-01-E61-0102	Spice Mix, Taco, 24oz CO, 6/CS	49.50

**** The following stock numbers have been administratively assigned by DLA Troop Support to allow the sale of individual containers (case quantities & prices as listed above):**

8950-01-E61-3456	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/10 oz co (ind unit sale only)
8950-01-E61-3457	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/2.5 oz co (ind unit sale only)
8950-01-E61-3458	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/20 oz co (ind unit sale only)
8950-01-E61-3459	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/28 oz co (ind unit sale only)
8950-01-E61-3460	SPICE BLEND, ALL PURPOSE, W/O SALT, 1/6.75 oz co (ind unit sale only)
8950-01-E61-3461	SPICE BLEND, CHILI PDR, dark, 1/16 oz co (ind unit sale only)
8950-01-E61-3462	SPICE BLEND, CHILI PDR, light, 1/17 oz co (ind unit sale only)
8950-01-E61-3463	SPICE BLEND, CHILI PDR, light, 1/18 oz co (ind unit sale only)
8950-01-E61-3464	SPICE BLEND, CHILI PDR, dark, 1/20 oz co (ind unit sale only)
8950-01-E61-3465	SPICE BLEND, CINNAMON MAPLE SPRINKLES, 1/30 oz co (ind unit sale only)
8950-01-E61-3466	SPICE BLEND, CINNAMON, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3467	SPICE BLEND, LEMON PEPPER, 1/26 oz co (ind unit sale only)
8950-01-E61-3468	SPICE BLEND, LEMON PEPPER, 1/27 oz co (ind unit sale only)
8950-01-E61-3469	SPICE BLEND, LEMON PEPPER, 1/28 oz co (ind unit sale only)
8950-01-E61-3470	SPICE, CINNAMON, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3471	SPICE, CINNAMON, GRD, 1/18 oz co (ind unit sale only)
8950-01-E61-3472	SPICE, CINNAMON, GRD, 1/5 lb co (ind unit sale only)

8950-01-E61-3473	SPICE, CINNAMON, STICK, 2.75" lg, 1/8 oz co (ind unit sale only)
8950-01-E61-3474	SPICE, GARLIC, GRANULATED, California, 1/12 oz co (ind unit sale only)
8950-01-E61-3475	SPICE, GARLIC, GRANULATED, California, 1/25 oz co, (1 lb size co) (ind unit sale only)
8950-01-E61-3476	SPICE, GARLIC, PDR, California, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3477	SPICE, GARLIC, PDR, California, 1/6 lb co (ind unit sale only)
8950-01-E61-3478	SPICE, PAPRIKA, GRD, domestic, 1/16 oz co (1 lb size co) (ind unit sale only)
8950-01-E61-3479	SPICE, PAPRIKA, GRD, domestic, 1/4.5 oz co (ind unit sale only)
8950-01-E61-3480	SPICE, PEPPER, CAYENNE, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3481	SPICE, PEPPER, CAYENNE, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3482	SPICE, PEPPER, CAYENNE, GRD, 1/1.5 oz co (ind unit sale only)
8950-01-E61-3483	SPICE, PEPPER, RED, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3484	SPICE, GINGER, GRD, 1/16 oz co (ind unit sale only)
8950-01-E61-3485	SPICE, GINGER, GRD, 1/15 oz co (ind unit sale only)
8950-01-E61-3486	SPICE, GINGER, GRD, 1/14 oz co (ind unit sale only)
8950-01-E61-3487	SPICE MIX, TACO, w/o MSG, 1/9 oz co (ind unit sale only)
8950-01-E61-3488	SPICE MIX, TACO, w/o MSG, 1/11 oz co (ind unit sale only)
8950-01-E61-3489	SPICE MIX, TACO, w/o MSG, 1/23 oz co (ind unit sale only)
8950-01-E61-3490	SPICE MIX, TACO, w/o MSG, 1/24 oz co (ind unit sale only)
8950-01-E61-3491	SPICE BLEND, CANADIAN STYLE for beef, 1/29 oz co (ind unit sale only)
8950-01-E61-3246	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz plastic co (ind unit sale only)
8950-01-E61-3226	SPICE, PEPPER, BLACK, GRD, gourmet, 16 oz metal co (ind unit sale only)
8950-01-E61-3227	SPICE, PEPPER, BLACK, WHOLE, 16 oz metal co (ind unit sale only)
8950-01-E61-3228	SPICE, PEPPER, BLACK, WHOLE, 16 oz plastic co (ind unit sale only)
8950-01-E61-3229	SPICE, PEPPER, BLACK, CRACKED, 16 oz metal co (ind unit sale only)
8950-01-E61-3230	SPICE, PEPPER, BLACK, CRACKED, 16 oz plastic co (ind unit sale only)
8950-01-E61-3231	SPICE, PEPPER, BLACK, CRACKED, 18 oz plastic co (ind unit sale only)
8950-01-E61-3232	SPICE, PEPPER, BLACK, CRACKED, 18 oz metal co (ind unit sale only)
8950-01-E61-3233	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz metal co (ind unit sale only)
8950-01-E61-3234	SPICE, PEPPER, BLACK, WHOLE, 18 oz metal co (ind unit sale only)
8950-01-E61-3235	SPICE, PEPPER, BLACK, WHOLE, 18 oz plastic co (ind unit sale only)
8950-01-E61-3236	SPICE, PEPPER, BLACK, GRD, gourmet, 1.5 oz plastic co (ind unit sale only)
8950-01-E61-3237	SPICE, PEPPER, BLACK, GRD, gourmet, 5 lb plastic co (ind unit sale only)
8950-01-E61-3195	SPICE, PEPPER, BLACK, GRD, gourmet, 18 oz plastic co (ind unit sale only)

3. **Coffee, Roast & Ground** (replaces 32 thru 39 ounce pack sizes can or container & current Navy FIC codes P27 and P30)

PRICES CHANGES BELOW ARE EFFECTIVE APRIL 20, 2012

CW Resources
200 Myrtle Street
New Britain, CT 06053
P.O.C. Bill Blonski (860) 893-0333 x713
Fax: (860) 893-0254

SPM300-12-D-3283
SUPREME

WBlonski@cwresources.org

STOCK NUMBER	PRODUCT	($) PRICE FOB ORIGIN
8955-01-E61-3688	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Max House)	119.80
8955-01-E61-3689	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (Sara Lee)	124.53
8955-01-E60-8859	COFFEE, RST, grd, univ bld, 10/39 oz foil resealable co (RVP/S&D)	116.13

4. Roll Mix, Hot & Sweet (replaces all pack sizes of Hot & Sweet Roll Mix)

The Procurement List Addition of the following below items is effective February 20, 2012

Transylvania Vocation Services (TVS)
11 Mountain Industrial Drive
P.O. Drawer 1115
Brevard, NC 28712

Point of Contact for Orders from TVS:
Lechai Owen
Phone: 828-553-6980
Fax: 828-884-3102
E-mail: **lechaio@tvsfood.com**

Additional Contact:
Nick Galante
Phone: 828-857-8106
Fax: 828-884-3102
E-mail: ngalante@tvsfood.com

STOCK NUMBER	PRODUCT	($) PRICE FOB ORGIN
8920-01-E62-1754	HOT ROLL MIX, w/active dry yeast, water prep, 6/5/lb bx	$27.59
8920-01-E62-1756	SWEET ROLL MIX, w/active dry yeast, water prep, 6/5lb bx	$27.59
8920-01-E62-1755	HOT ROLL MIX, w/active dry yeast, water prep, 6/#10 cn	$29.77
8920-01-E62-2147	SWEET ROLL MIX, w/active dry yeast, water prep, 6/#10 cn	$29.77

5. Dining Packets:

National Industries for the Blind
1310 Braddock Place
Alexandria, VA 22311-1727
P.O.C. Ms. Cheryl Moore
cmoore@nib.org
(703) 310-0330

STOCK NUMBER	PRODUCT	($) PRICE FOB ORIGIN
7360-01-509-3586	Dining Packet, fork, knife, spoon, 2 or 4 sugar, 1salt, 1 pepper and 1 napkin/pg non-white, subdued color (tan/sand/brown), 25/bg	$4.48

The Procurement List Addition of the following below item is effective immediately once notified by the Contracting Officer that existing DLA stock has been exhausted

7360-01-380-4695	Flatware Set, individually wrapped, white. 400 sets in one (1) boxSet consists of; 1 fork, 1 knife & 1 tea spoon	$33.43

* "Essentially the Same" Criteria

The following is the criteria for determining whether the items are "essentially the same" when comparing AbilityOne mandatory products and commercial products. The AbilityOne product will be considered "essentially the same" when:

1. It has effectively the same form, fit and function.
2. The AbilityOne and commercial products may be used for the same purpose.
2. The AbilityOne and commercial products are relatively the same size and a change in size will not affect the use or performance.
3. The appearance, color, texture, or other characteristic of the AbilityOne product and commercial product are not significantly different from one another?

10. *The attached is the template to a new EDI transaction set requirement for which we need you to test at the beginning of the start of your contract. This will eventually replace your monthly report submissions such as the total asset visibility report and the descending case value report. The **864** is a comprehensive review of your supply chain and respective data elements in support of your supply chain. Once tested, we will expect twice per week submissions.*

The data elements being request are information readily available from you. The elements are self-explanatory but please note the following field clarifications:

In the fields with "SPV Name", use your Name. "SPV Name" serves as a sample.

Field 2: If the item is FFV, then use the LMR code

Field 5: The amount of product sealed in an over-ocean container
Field 6: The amount of product on-order but not sealed in an over-ocean container
Field 7: The amount of product on order from the customer
(open 850 purchase order amounts)
Field 12: Amount delivered to customers over the past 30 days.
Field 19: Amount of product in-transit between your warehouses

864 MSG Segment Format:

#	Column Name	Column Length	DEFINITION	VALID ENTRIES
1	NSN	13	National Stock Number	Government Stock Number
2	Item Category	3	Type Category Code	Either PV, GFM or LMR
3	Distribution Fee Category	4	Vendor Internal Category	Vendor Internal Reference Number NTE 4 positions
4	Stock-On-Hand	10	Quantity of Item On-Hand	Numeric NTE 10 positions, No Commas
5	In-Transit	10	Quantity In-Transit	Numeric NTE 10 positions, No Commas
6	On-Order	10	Quantity On-Order	Numeric NTE 10positions, No Commas
7	In-Demand	10	Quantity Demand	Numeric NTE 10 positions, No Commas
8	Item Unit Price	7	Item Unit Price	Numeric NTE 7 positions, No Commas
9	Product Price	7	Product Price of Item	Numeric NTE 7 positions, No Commas. Decimal explicit (must be sent)
10	Distributor Price	7	Distributor Unit Price of Item	Numeric NTE 7 positions, No Commas. Decimal explicit (must be sent)
11	Premium Distributor Price	7	Premium Distributor Unit Price of Item	Numeric NTE 7 positions, No Commas. Decimal explicit (must be sent)

12	Cases Filled	10	Number of Cases Filled this period	Numeric NTE 10 positions, No Commas
13	Inventory Location	6	Actual Location of Items (DODAAC)	Alpha/numeric data
14	Vendor Code	15	Vendor Internal Item Number	Alpha/numeric data NTE 15 positions
15	SKU Field	25	SKU Number	Alpha/numeric data NTE 25 positions
16	MLL	1	Master Load List Number	Alpha/numeric data NTE 1 position; Y or N
17	Stock on Hold	10	Quantity on Hold	Alpha/numeric data NTE 10 position
18	Hold Reason Code	1	Hold Reason	R = recalled; X = expired
19	In Transfer	10	Quantity in Transfer	Alpha/numeric data NTE 10 position
20	Item Description	35	Item Descriptive Data	Alpha/numeric data NTE 35 positions
21	Cube	5	Item cubic size	Numeric NTE 5 positions. No Commas. Decimal explicit (must be sent)
22	Gross Weight	5	Item weight	Numeric NTE 5 positions
23	Category	1	New Item Category	Y = yes; N = no
24	Item Status	1	Status of item	A = active; I = inactive

11. *The attached is the newest version of the 832 EDI Transaction*:

832 Catalog (Vendor to DLA Troop Support) –Modification (Version 3.01)

The 832 Catalog uses the standard EDI transaction set for the 832 Price/Sales Catalog (Version 003040). Please note: Elements coded with an "M are mandatory and are required on all catalog submissions. Elements coded with a "C" are conditional and are required if certain conditions are met (see annotation at the bottom for each specific condition). Elements coded with an "O" are optional and are not required fields.

Segment	*Element*	*Value*	*Size*	M/C/O
ST Transaction Set Header	**ST01**	"832"		M
	ST02	Transaction Set Control Number		M
BCT Beginning Segment for Price/Sales Catalog	**BCT01**	"PC" - Price Catalog	2 ID	M
	BCT02	Contract Number	13 AN	M
DTM Date/Time Reference	**DTM01**	"152" - Effective date of change	3 ID	M
	DTM02	Update-date (YYMMDD)	date	M
	DTM03	Update-time (HHMMSS)	time	M
LIN Item Identification	**LIN01**	Line number	4 UI	M
	LIN02	"SW" - Stock number	2 ID	M
	LIN03	Stock number	13 AN	M
	LIN04	"VP" - Vendor part	2 ID	M
	LIN05	Part Number	25 AN	M
	LIN06	"ZZ" - Mutually defined to indicate the type of change	2 ID	M
	LIN07	Update-indicator "C" = Change "D" = Delete	1 AN	M
	LIN08	"ZZ" - Mutually defined to indicate economic indicator	2 ID	M
	LIN09	Economic Indicator 0 = Large business 1 = SB (Small business) 2 = SDB (Small disadvantaged business) 3 = WOSB (Women owned small business) 4 = VOSB (Veteran owned small business) 5 = SDVOSB (Service-disabled veteran owned small business) 6 = HZSB (Hub-Zone small business) 7 = Native Indian small business 8 = Native Hawaiian small business	2 AN	M
REF Reference Identification	**REF01**	"ZZ" – Mutually defined	2 ID	M
	REF02	"SO"	2 AN	M
	REF03	Special Ordering Instructions	80 AN	O
	REF01	"ZZ" – Mutually defined	2 ID	M
	REF02	"FS"	2 AN	M
	REF03	Foreign Source Indicator "Y"=Yes, "N"=No	1 AN	M
	REF01	"ZZ" – Mutually defined	2 ID	M
	REF02	"SK"	2 AN	M
	REF03	Vendor SKU	20 AN	O
	REF01	"ZZ" – Mutually defined	2 ID	M
	REF02	"DU"	2 AN	M
	REF03	DSCP Unique "Y"=Yes, "N"=No	1 AN	M

Segment	Element	Value	Size	M/C/O
CTB Restrictions/ Conditions	**CTB01**	n/a		
	CTB02	n/a		
	CTB03	Quantity Qualifier - "57" Minimum Order Quantity	2 ID	O
	CTB04	Quantity	8 Integer	O
PID Product/Item Description	**PID01**	"F" = Free-form	1 ID	M
	PID02	"GEN" – General Description	3 ID	M
	PID03	n/a		
	PID04	n/a		
	PID05	DSCP Item-Description	80 AN	M
	PID06	n/a		
	PID07	n/a		
	PID08	DSCP Standard Acceptance "Y" = Yes, "N" = No	1 ID	M
MEA Measurements	**MEA01**	"WA" = Waste	2 ID	C*
	MEA02	"T" = Tare Weight (Total weight of all packaging for item)	1 ID	C*
	MEA03	Tare Weight Value	9,2 decimal	C*
	MEA04	Tare Weight Unit of Measure	2 ID	C*
	MEA01	"WA" = Waste	2 ID	C*
	MEA02	"ZAL" = Aluminum (Total weight of aluminum packaging for item)	3 ID	C*
	MEA03	Aluminum Weight Value	9,2 decimal	C*
	MEA04	Aluminum Weight Unit of Measure	2 ID	C*
	MEA01	"WA" = Waste	2 ID	C*
	MEA02	"ZSN" = Tin (Total weight of tin packaging for item)	3 ID	C*
	MEA03	Tin Weight Value	9,2 decimal	C*
	MEA04	Tin Weight Unit of Measure	2 ID	C*
	MEA01	"WA" = Waste	2 ID	C*
	MEA02	"ZFL" = Paper (Total weight of paper and cardboard packaging for item)	3 ID	C*
	MEA03	Paper Weight Value	9,2 decimal	C*
	MEA04	Paper Weight Unit of Measure	2 ID	C*
	MEA01	"WA" = Waste	2 ID	C*
	MEA02	"VIN" = Plastic (Total weight of plastic packaging for item)	3 ID	C*
	MEA03	Plastic Weight Value	9,2 decimal	C*
	MEA04	Plastic Weight Unit of Measure	2 ID	C*
	MEA01	"WA" = Waste	2 ID	C*
	MEA02	"ZZZ" = Glass (Total weight of glass packaging for item)	3 ID	C*
	MEA03	Glass Weight Value	9,2 decimal	C*
	MEA04	Glass Weight Unit of Measure	2 ID	C*

Segment	Element	Value	Size	M/C/O
P04 Item Physical Detail	**PO401**	Units-per-purchase-pack	4 UI	M
	PO402	Package-size	8 explicit decimal 2 "12345.78"	M
	PO403	Package-unit-of-measure	2 AN	M
	PO404	Packaging-code (Note: must = "AVG" if item is catch weight)	5 AN	M
	PO405	n/a		
	PO406	Gross Weight/Pack	9,2 decimal	M
	PO407	Gross Weight Unit	2 ID	M
	PO408	Gross Volume	9,2 decimal	M
	PO409	Gross Volume Unit	2 ID	M
ITD Terms of Sale	**ITD01**	"16" - Prompt Payment Act	2 ID	M
	ITD02	n/a		
	ITD03	n/a		
	ITD04	n/a		
	ITD05	n/a		
	ITD06	n/a		
	ITD07	n/a		
	ITD08	n/a		
	ITD09	n/a		
	ITD10	n/a		
	ITD11	n/a		
	ITD12	Brand Name	40 AN	M
LDT Lead Time	**LDT01**	Lead time code – "AU" = Shelf life (Mutually defined)	2 ID	O
	LDT02	Shelf life (# of months or days)	3 Integer	O
	LDT03	Shelf life Unit - "MO" = Month "DY" = Day	2 ID	O
LDT Lead Time	**LDT01**	Lead time code – "AF" to indicate lead time from PO date to required delivery date (RDD)	2 ID	O
	LDT02	Required Lead Time in Days	3 Integer	O
	LDT03	"DA" to indicate Calendar days	2 ID	O
DTM Date/Time Reference	**DTM01**	"518" - Voucher date ID of mfg product purchased by the prime vendor	3 ID	C
	DTM02	MPA Purchase Date (required for OCONUS MPA items)(YYMMDD)	Date	C
SAC Service,	**SAC01**	"A" = Allowance	1 ID	C**

Segment	*Element*	*Value*	*Size*	M/C/O
Promotion, Allowance or Charge Information	**SAC02**	"C260" – Discount – Incentive (NAPA)	4 ID	C**
	SAC05	NAPA Allowance ($)	10,2 decimal	C**
	SAC01	"A" = Allowance	1 ID	C**
	SAC02	"C300" – Discount – Special (Food Show)	4 ID	C**
	SAC05	Food Show Allowance ($)	10,2 decimal	C**
	SAC01	"A" = Allowance	1 ID	C**
	SAC02	"C310" – Discount – (Promotional)	4 ID	C**
	SAC05	Promotional Allowance($)	10,2 decimal	C**
	SAC01	"C" = Charge	1 ID	M
	SAC02	"C330" – Distribution fee	4 ID	M
	SAC03	"ZZ" = Mutually defined	2 ID	M
	SAC04	Distribution fee category code	4 AN	M
	SAC05	Distribution fee for Unit of Measure	10,2 decimal	M
CTP Pricing Information	**CTP01**	n/a		
	CTP02	"STA" - standard price	3 ID	M
	CTP03	Vendor-price (Price including distribution fee per unit of measure)	10 explicit decimal 2	M
	CTP04	Catch weight multiple Number of units (in LB units) that must be ordered to purchase 1 case of product	6 Integer (entered for catch weight items only) otherwise blank	C***
	CTP05	Unit-of-measure (Note: must be "LB" if item is catch weight)	2 AN	M
	CTP06	"SEL" Price Multiplier Qualifier	3 ID	M
	CTP07	Ratio-numerator	4 UI	M
	CTP08	Ratio-denominator	4 UI	M
CTP Pricing Information	**CTP01**	n/a		
	CTP02	"PRO" = Producers Price	3 ID	M
	CTP03	Product price (Price excluding distribution fee per unit of measure)	10 explicit decimal 2	M
CTT Transaction Totals	**CTT01**	Total number of line items	4 UI	M
SE Transaction Set Trailer	**SE01**	Number of included segments		M
	SE02	Transaction Set Control Number		M

12. Normal Distribution Category Prices are identified as follows and have been determined Fair and Reasonable:

Distribution Categories for Standard Catalog Items:			
Category Number	*Category Description*	*Distribution price per UOM*	*UOM*
1	Chilled Products		LB
2	Frozen products		LB
3	Ambient Products		LB
4	Fresh Fruits and Vegetables		LB
5	Local Market Ready Items		LB
6	Spices		LB
7	Open Case Inspection		CS
8	Open Case Rework		CS
9	Labeling/Re-Labeling		CS
10	Disposal		LB

13. *Option Year Pricing*. Contract distribution prices as indicated above will remain the same for the three (3) available option periods. In the event that these option periods are invoked by the Government, Option periods one and two will be for one-year periods or 12 months, and the third (and final) option period will be for a period of eighteen (18) months,. The estimated contract dollar value is $19,238,551.50. The guaranteed minimum is 25% of the estimated dollar value for the base year and the 3 option periods which are identified as follows:

	Estimated Dollar Value	Guaranteed Minimum	Contract Maximum
Base Period (24 Months)	$5,771,565.45	$1,442,891.36	$28,857,827.25
Option 1 (12 Months)	$3,847,710.30	$961,927.58	$19,238,551.50
Option 2 (12 Months)	$3,847,710.30	$961,927.58	$19,238,551.50
Option 3 (18 Months)	$5,771,565.45	$1,442,891.36	$28,857,827.25
Total (5.5 Years)	**$19,238,551.50**	**$4,809,637.88**	**$96,192,757,50**