

ORDER FOR SUPPLIES OR SERVICES

(Contractor must submit four copies of invoice.)

Form Approved
OMB No. 0704-0187
Expires Jun 30, 1997

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Public reporting burden for this collection of information is estimated to average 1 hour per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to Department of Defense, Washington Headquarters Services, Directorate for Information Operations and Reports, 1215 Jefferson Davis Highway, Suite 1204, Arlington, VA 22202-4302, and to the Office of Management and Budget, Paperwork Reduction Project (0704-0187), Washington, DC 20503.

**PLEASE DO NOT RETURN YOUR FORM TO EITHER OF THESE ADDRESSES.
SEND YOUR COMPLETED FORM TO THE PROCUREMENT OFFICIAL IDENTIFIED IN ITEM 6.**

| | | | | | | | | | | | |
|--|--|-----------------------|--|--|--|---|--|---|--|--|--|
| 1. CONTRACT/PURCH ORDER NO. SPM3S1-11-M-Z101 | | 2. DELIVERY ORDER NO. | | 3. DATE OF ORDER (Y/M/A/D) 2010 DEC 23 | | 4. REQUISITION/PURCH REQUEST NO. 0040261617 | | 5. PRIORITY DOC1 | | | |
| 6. ISSUED BY DIR OF SUB DLA TROOP SUPPORT CONTRACTING AND PRODUCTION DIV 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 Local Administrator: PSPTRD6 (215)737-3839 / FAX: (215)737-2988 E-mail: Stephen.Granato@dla.mil | | | | 7. ADMINISTERED BY (if other than 6) DIR OF SUB DLA TROOP SUPPORT CONTRACTING AND PRODUCTION DIV 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 CRITICALITY: C | | 8. DELIVERY FOB <input type="checkbox"/> DEST <input checked="" type="checkbox"/> OTHER <i>(See Schedule if other)</i> | | | | | |
| 9. CONTRACTOR NAME AND ADDRESS DATREX, INC. 13878 HIGHWAY 165 KINDER LA 70648-5847 US | | CODE 0LSV3 | | FACILITY CODE | | 10. DELIVER TO FOB POINT BY (Date) (Y/M/A/D) 5 DAYS ADO | | 11. MARK IF BUSINESS IS <input type="checkbox"/> SMALL <input type="checkbox"/> SMALL DISADVANTAGED <input type="checkbox"/> WOMEN-OWNED | | | |
| | | | | | | 12. DISCOUNT TERMS NET 30 days | | | | | |
| | | | | | | 13. MAIL INVOICES TO See Block 15 | | | | | |
| 14. SHIP TO See Schedule - Do Not Ship to Address in Block 6 | | | | 15. PAYMENT WILL BE MADE BY DFAS BVDP (SL4701) P.O. BOX 369031 COLUMBUS OH 43236-9031 | | | | MARK ALL PACKAGES AND PAPERS WITH CONTRACT OR ORDER NUMBER | | | |

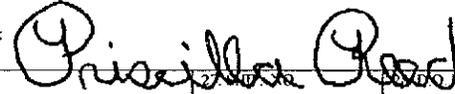
| | | | | | | | | | |
|--|--|---|--|--|--|--|--|--|--|
| 16. DELIVERY TYPE OF ORDER | | This delivery order is issued on another Government agency or in accordance with and subject to terms and conditions of above numbered contract. | | | | | | | |
| PURCHASE <input checked="" type="checkbox"/> | | Reference your offer dated 2010 DEC 21 and furnish the following on terms specified herein. | | | | | | | |
| | | ACCEPTANCE. THE CONTRACTOR HEREBY ACCEPTS THE OFFER REPRESENTED BY THE NUMBERED PURCHASE ORDER AS IT MAY PREVIOUSLY HAVE BEEN OR IS NOW MODIFIED, SUBJECT TO ALL OF THE TERMS AND CONDITIONS SET FORTH, AND AGREES TO PERFORM THE SAME. | | | | | | | |

| | | | |
|--|-----------|----------------------|-----------------------|
| NAME OF CONTRACTOR | SIGNATURE | TYPED NAME AND TITLE | DATE SIGNED (Y/M/A/D) |
| <input type="checkbox"/> If this box is marked, supplier must sign Acceptance and return the following number of copies: | | | |

17. ACCOUNTING AND APPROPRIATION DATA/LOCAL USE

BX:97X 4930 5CBX 001 2630 S33189

| 18. ITEM NO. | 19. SCHEDULE OF SUPPLIES/SERVICE | 20. QUANTITY ORDERED/ACCEPTED* | 21. UNIT | 22. UNIT PRICE | 23. AMOUNT |
|--------------|----------------------------------|--------------------------------|----------|----------------|------------|
| | | TOTAL: 82 | | | |

| | | | | | |
|--|--|---|--|---------------------------------|--|
| * If quantity accepted by the Government is same as quantity ordered, indicate by X. If different, enter actual quantity accepted below quantity ordered and encircle. | | 24. UNITED STATES OF AMERICA Priscilla Reed PSPTRD3 | | 25. TOTAL \$ 1025.00 | |
| BY:  | | CONTRACTING/ORDERING OFFICER | | 29. DIFFERENCE | |
| 26. QUANTITY IN COLUMN 20 HAS BEEN <input type="checkbox"/> INSPECTED <input type="checkbox"/> RECEIVED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT EXCEPT AS NOTED | | 27. QUANTITY ORDERED | | 30. INITIALS | |
| DATE SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | | 31. PAYMENT <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | | 33. AMOUNT VERIFIED CORRECT FOR | |
| 36. I certify this account is correct and proper for payment. | | 32. PAID BY | | 34. CHECK NUMBER | |
| DATE SIGNATURE AND TITLE OF CERTIFYING OFFICER | | 33. AMOUNT VERIFIED CORRECT FOR | | 35. BILL OF LADING NO. | |
| 37. RECEIVED AT | | 38. RECEIVED BY (Print) | | 39. DATE RECEIVED (Y/M/A/D) | |
| 39. DATE RECEIVED (Y/M/A/D) | | 40. TOTAL CONTAINERS | | 41. S/R ACCOUNT NUMBER | |
| 40. TOTAL CONTAINERS | | 41. S/R ACCOUNT NUMBER | | 42. S/R VOUCHER NO. | |

SECTION B

PR 0040261617
 NSN 8960-01-124-4543

ITEM DESCRIPTION:

64/4 fl oz flex pg, w/o spout, CID A-A-20332 I,
 design a,1 (order by 64)

| <u>CLIN</u> | <u>PR</u> | <u>PRLI</u> | <u>U/I</u> | <u>QUANTITY</u> | <u>UNIT PRICE</u> | <u>TOTAL PRICE</u> |
|-------------|------------|-------------|------------|-----------------|-------------------|--------------------|
| 0001 | 0040261617 | 0001 | BX | 82 | \$ 12.50000 | \$ 1025.00 |

| <u>NSN</u> | <u>UPC</u> | <u>SIZE</u> | <u>PGC</u> |
|---------------|------------|-------------|------------|
| 8960011244543 | N/A | N/A | N/A |

QTY VARIANCE: PLUS 0% MINUS 0%
 INSPECTION POINT: DEST
 ACCEPTANCE POINT: DEST

PREP FOR DELIVERY

PKGING DATA - QUP :
 SHALL BE PACKAGED STANDARD COMMERCIAL IN ACCORDANCE WITH ASTM D 3951.

For all shipments of packaged materiel to the government, which includes either Depot (DLA-Direct) or DVD (Customer-Direct) shipments, both DoD linear and two-dimensional (2D) bar code markings are required on Military Shipping Labels in accordance with MIL-STD-129, Revision P, dated December 15, 2002 (but see DLAD 52.211-9010(D) for exceptions to the requirement for MSL and 2D symbols). See the DLA packaging web site identified in DLAD 52.211-9010(E) for change notices to MIL-STD-129P that apply. 2D bar coding shall be in accordance with ISO/IEC 15438, ISO/IEC 15434 (ANSI MH10.8.3) and DoD 4500.9-R. MSL linear (code 3 of 9 or code 39) bar coding shall be in accordance with ISO/IEC 16388. Shipping label stock quality shall meet MIL-PRF-61002. Bar code print quality shall meet ANSI MH10.8-2000 or ANSI X3.182-1990 (R2000) for applicable 2D and/or linear bar codes. All DVD shipments shall meet additional linear bar coding requirements in DLAD 52.211-9010(C). Except for the Transportation Control Number (TCN), which must always be present on the Military Shipping

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SECTION B

Label, when the contract/order omits any other data elements as defined in MIL-STD-129P and if the information is not available from the Administrative Contracting Office, then the field is not required as part of the Military Shipping Label and may be left blank. If there are inconsistencies between the schedule and MIL-STD-129P, the schedule takes precedence.

DELIVER FOB: ORIGIN BY: 2010 DEC 28

PARCEL POST ADDRESS:

W91DW0
0003 HQ HQ ARCENT BAGRAM
OPERATION ENDURING FREEDOM
APO AE 09354
US

FREIGHT SHIPPING ADDRESS:

W91DW0
0003 HQ HQ ARCENT BAGRAM
OPERATION ENDURING FREEDOM
BAGRAM AIRBASE
BAGRAM
AF

M/F: (TCN) W91DW00355DS02 XXX
RDD 999/NMCS SHIP BY FASTEST TRACEABLE MEANS
PROJ 9GF TP 1
SUP ADD W91PFF SIG B

FOR GOVERNMENT USE ONLY: IPD 02

DIC A0A DIST ADV FC 15

REMIT PAYMENT TO:

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A12A01 52.212-4 CONTRACT TERMS AND CONDITIONS --
COMMERCIAL ITEMS (JUN 2010) FAR

A12A04 52.212-1 INSTRUCTIONS TO OFFERORS -- COMMERCIAL
ITEMS (JUN 2008) FAR

A12A06 52.212-3 OFFEROR REPRESENTATIONS AND
CERTIFICATIONS -- COMMERCIAL ITEMS (OCT 2010) FAR

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

* * *

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

(Vendor fill-in).

[Offeror to identify the applicable paragraphs at (c) through (m) of this provision that the offeror has completed for the purposes of this solicitation only, if any.

These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer. Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.]

* * *

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

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

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

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

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

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

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

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

(Vendor Fill-in)

(8) Small Business Size for the Small Business Competitiveness Demonstration Program and for the Targeted Industry Categories under the Small Business Competitiveness

Demonstration Program. [Complete only if the offeror has represented itself to be a small business concern under the size standards for this solicitation.]

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

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

Offeror represents as follows

(A) Offerors number of employees for the past 12 months (check the Employees column if size standard stated in the solicitation is expressed in terms of number of employees); or
(B) Offerors average annual gross revenue for the last 3 fiscal years (check the Average Annual Gross Number of Revenues column if size standard stated in the solicitation is expressed in terms of annual receipts).

(Check one of the following):

NUMBER OF EMPLOYEES: (Vendor Fill-in)

- () 50 or fewer
() 51 - 100
() 101 - 250
() 251 - 500
() 501 - 750
() 751 - 1,000
() Over 1,000

AVERAGE ANNUAL GROSS REVENUES: (Vendor Fill-in)

- () \$1 million or less
() \$1,000,001 - \$ 2 million
() \$2,000,001 - \$ 3.5 million
() \$3,500,001 - \$ 5 million
() \$5,000,001 - \$10 million
() \$10,000,001 - \$17 million
() Over \$17 million

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

(i) General. The offeror represents that either --

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

(2); or

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

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

[The offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:

(Vendor Fill-in).]

(10) HUBZone small business concern. [Complete only if the offeror represented itself as a small business concern in paragraph (c)(1) of this provision.]

The offeror represents as part of its offer that--

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

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

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

(Vendor

Fill-in).]

Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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

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

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

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

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

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

* * *

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

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

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

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

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

* * *

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

(1) Listed end products. Listed End Product/Listed Countries of Origin (Vendor Fill-in)

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

(i) () The offeror will not supply any end product

listed in paragraph (i)(1) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product.

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

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

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

(2) () Outside the United States.

(k) Certificates regarding exemptions from the application of the Service Contract Act (APPLICABLE ONLY TO SERVICE CONTRACTS). (Certification by the offeror as to its compliance with respect to the contract also constitutes its certification as to compliance by its subcontractor if it subcontracts out the exempt services.

() (1) Maintenance, calibration, or repair of certain equipment as described in FAR 22.1003-4(c)(1). The offeror

() does () does not certify that -- (Vendor fill-in)

() (2) Certain services as described in FAR 22.1003-4(d)(1). The offeror

() does () does not certify that -- (Vendor fill-in)

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

(3) Taxpayer Identification Number (TIN) (Vendor Fill-in).

() TIN: (Vendor Fill-in)

() TIN has been applied for. () TIN is not required because: () Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.; () Offeror is an agency or instrumentality of a foreign government; () Offeror is an agency or instrumentality of the Federal Government.

(4) Type of organization (Vendor Fill-in). () Sole proprietorship; () Partnership; () Corporate entity (not tax-exempt); () Corporate entity (tax-exempt); () Government entity (Federal, State, or local); () Foreign government; () International organization per 26 CFR 1.6049-4; () Other (Vendor Fill-in).

(5) Common Parent. () Offeror is not owned or controlled by a common parent: () Name and TIN or common parent: Name: (Vendor Fill-in) TIN: (Vendor Fill-in)

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A12A07 52.212-3 OFFEROR REPRESENTATIONS AND CERTIFICATIONS -- COMMERCIAL ITEMS (OCT 2010) ALT I (APR 2002) FAR

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

- (Vendor Fill-in) Black American.
 (Vendor Fill-in) Hispanic American.
 (Vendor Fill-in) Native American (American Indians, Eskimos, Aleuts, or Native Hawaiians).
 (Vendor Fill-in) Asian-Pacific American (persons with origins from Burma, Thailand, Malaysia, Indonesia, Singapore, Brunei, Japan, China, Taiwan, Laos, Cambodia (Kampuchea), Vietnam, Korea, The Philippines, U.S. Trust Territory or the Pacific Islands (Republic of Palau), Republic of the Marshall Islands, Federated States of Micronesia, the Commonwealth of the Northern Mariana Islands, Guam, Samoa, Macao, Hong Kong, Fiji, Tonga, Kiribati, Tuvalu, or Nauru).
 (Vendor Fill-in) Subcontinent Asian (Asian-Indian) American (persons with origins from India, Pakistan, Bangladesh, Sri Lanka, Bhutan, the Maldives Islands, or Nepal).
 (Vendor Fill-in) Individual/concern, other than one of the preceding.

A12B01 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010) DFARS

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

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

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

- (1) 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (JAN 2009) (Section 847 of Pub. L. 110-181)
 (2) 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).
 (3) 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637)
 (4) 252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2010) (15 U.S.C. 637 note).
 (5) 252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).
 (6) 252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
 (7) 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).
 (8) 252.225-7012, Preference for Certain Domestic Commodities. (JUN 2010) (10 U.S.C. 2533a).
 (9) 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
 (10) 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2010) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).
 (11) (i) 252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
 (ii) Alternate I (SEP 2008)
 (12) 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
 (13) 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
 (14) (i) 252.225-7036, Buy American Act-Free Trade Agreements -Balance of Payments Program (JUL 2009)
 (ii) Alternate I (JUL 2009) of 252.225-7036
 (15) 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3))

- (16) 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).
 (17) 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320)
 (18) 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321)
 (19) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
 (20) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
 (21) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
 (22) 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).
 (23) 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010) (Section 807 of Public Law 111-84).
 (24) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417)
 (25) (i) 252.247-7023, Transportation of Supplies by Sea (MAY 2002)
 (ii) Alternate I (MAR 2000) of 252.247-7023
 (iii) Alternate II (MAR 2000) of 252.247-7023
 (iv) Alternate III (MAY 2002) of 252.247-7023
 (26) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631)
(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes of 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) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).
 (2) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).
 (3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
 (4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).
 (5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

A12B02 252.212-7000 OFFEROR REPRESENTATIONS AND CERTIFICATIONS - COMMERCIAL ITEMS (JUN 2005) DFARS

(c) Representation of Extent of Transportation by Sea.

(2) The Offeror represents that it --
 (Vendor Fill-in) Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

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

A12C01 52.212-9000 CHANGES MILITARY READINESS (MAR 2001) DLAD

SECTION D

D11B03 252.211-7006 RADIO FREQUENCY IDENTIFICATION (FEB 2007) DFARS

(a) Definitions. As used in this clause--
 'Advance shipment notice' means an electronic notification used to list the contents of a shipment of goods as well as additional information relating to the shipment, such as order information, product description, physical characteristics, type of packaging, marking, carrier information, and configuration of goods within the transportation equipment.
 'Bulk commodities' means the following commodities, when shipped in rail tank cars, tanker trucks, trailers, other bulk wheeled conveyances, or pipelines:
 (1) Sand.
 (2) Gravel.

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- (3) Bulk liquids (water, chemicals, or petroleum products).
 (4) Ready-mix concrete or similar construction materials.
 (5) Coal or combustibles such as firewood.
 (6) Agricultural products such as seeds, grains, or animal feed.

'Case' means either a MIL-STD-129 defined exterior container within a palletized unit load or a MIL-STD-129 defined individual shipping container.

'Electronic Product Code: (EPC)' means an identification scheme for universally identifying physical objects via RFID tags and other means. The standardized EPC data consists of an EPC (or EPC identifier) that uniquely identifies an individual object, as well as an optional filter value when judged to be necessary to enable effective and efficient reading of the EPC tags. In addition to this standardized data, certain classes of EPC tags will allow user-defined data. The EPC tag data standards will define the length and position of this data, without defining its content.

'EPCglobal:' means a joint venture between EAN International and the Uniform Code Council to establish and support the EPC network as the global standard for immediate, automatic, and accurate identification of any item in the supply chain of any company, in any industry, anywhere in the world.

'Exterior container' means a MIL-STD-129 defined container, bundle, or assembly that is sufficient by reason of material, design, and construction to protect unit packs and intermediate containers and their contents during shipment and storage. It can be a unit pack or a container with a combination of unit packs or intermediate containers. An exterior container may or may not be used as a shipping container.

'Palletized unit load' means a MIL-STD-129 defined quantity of items, packed or unpacked, arranged on a pallet in a specified manner and secured, strapped, or fastened on the pallet so that the whole palletized load is handled as a single unit. A palletized or skidded load is not considered to be a shipping container. A loaded 463L System pallet is not considered to be a palletized unit load. Refer to the Defense Transportation Regulation, DoD 4500.9-R, Part II, Chapter 203, for marking of 463L System pallets.

'Passive RFID tag' means a tag that reflects energy from the reader/interrogator or that receives and temporarily stores a small amount of energy from the reader/interrogator signal in order to generate the tag response.

(1) Until February 28, 2007, the acceptable tags are-

- (i) EPC Class 0 passive RFID tags that meet the EPCglobal Class 0 specification; and
 (ii) EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 specification. This includes both the Generation 1 and Generation 2 Class 1 specifications.

(2) Beginning March 1, 2007, the only acceptable tags are EPC Class 1 passive RFID tags that meet the EPCglobal Class 1 Generation 2 specification. Class 0 and Class 1 Generation 1 tags will no longer be accepted after February 28, 2007.

'Radio Frequency Identification (RFID)' means an automatic identification and data capture technology comprising one or more reader/interrogators and one or more radio frequency transponders in which data transfer is achieved by means of suitably modulated inductive or radiating electromagnetic carriers.

'Shipping container' means a MIL-STD-129 defined exterior container that meets carrier regulations and is of sufficient strength, by reason of material, design, and construction, to be shipped safely without further packing (e.g., wooden boxes or crates, fiber and metal drums, and corrugated and solid fiberboard boxes).

(b) (1) Except as provided in paragraph (b) (2) of this clause, the Contractor shall affix passive RFID tags, at the case and palletized unit load packaging levels, for shipments of items that-

(i) Are in any of the following classes of supply, as defined in DoD 4140.1-R, DoD Supply Chain Materiel Management Regulation, AP1.1.11:

- (A) Subclass of Class I - Packaged operational rations.
 (B) Class II - Clothing, individual equipment, tentage, organizational tool kits, hand tools, and administrative and housekeeping supplies and equipment.
 (C) Class III - Packaged petroleum, lubricants, oils, preservatives, chemicals, and additives.
 (D) Class IV - Construction and barrier materials.
 (E) Class VI - Personal demand items (non-military sales items).

(F) Subclass of Class VIII - Medical materials (excluding pharmaceuticals, biologicals, and reagents - suppliers should limit the mixing of excluded and non-excluded materials).

(G) Class IX - Repair parts and components including kits, assemblies and subassemblies, repairable and consumable items required for maintenance support of all equipment, excluding medical-peculiar repair parts; and

(ii) Are being shipped to any of the following locations:

(A) Defense Distribution Depot, Susquehanna, PA:

DoDAAC W25G1U or SW3124.

(B) Defense Distribution Depot, San Joaquin, CA:

DoDAAC W62G2T or SW3224.

(C) Defense Distribution Depot, Albany, GA:

DoDAAC SW3121.

(D) Defense Distribution Depot, Anniston, AL:

DoDAAC W31G1Z or SW3120.

(E) Defense Distribution Depot, Barstow, CA:

DoDAAC SW3215.

(F) Defense Distribution Depot, Cherry Point, NC:

DoDAAC SW3113.

(G) Defense Distribution Depot, Columbus, OH:

DoDAAC SW0700.

(H) Defense Distribution Depot, Corpus Christi, TX:

DoDAAC W45H08 or SW3222.

(I) Defense Distribution Depot, Hill, UT:

DoDAAC SW3210.

(J) Defense Distribution Depot, Jacksonville, FL:

DoDAAC SW3122.

(K) Defense Distribution Depot, Oklahoma City, OK:

DoDAAC SW3211.

(L) Defense Distribution Depot, Norfolk, VA:

DoDAAC SW3117.

(M) Defense Distribution Depot, Puget Sound, WA:

DoDAAC SW3216.

(N) Defense Distribution Depot, Red River, TX:

DoDAAC W45G19 or SW3227.

(O) Defense Distribution Depot, Richmond, VA:

DoDAAC SW0400.

(P) Defense Distribution Depot, San Diego, CA:

DoDAAC SW3218.

(Q) Defense Distribution Depot, Tobyhanna, PA:

DoDAAC W25G1W or SW3114.

(R) Defense Distribution Depot, Warner Robins, GA:

DoDAAC SW3119.

(S) Air Mobility Command Terminal, Charleston Air Force Base, Charleston, SC:

Air Terminal Identifier Code CHS.

(T) Air Mobility Command Terminal, Naval Air Station, Norfolk, VA:

Air Terminal Identifier Code NGU.

(U) Air Mobility Command Terminal, Travis Air Force Base, Fairfield, CA:

Air Terminal Identifier Code SUU.

(V) A location outside the contiguous United States when the shipment has been assigned Transportation Priority 1.

(2) The following are excluded from the requirements of paragraph (b) (1) of this clause:

(i) Shipments of bulk commodities.

(ii) Shipments to locations other than Defense Distribution Depots when the contract includes the clause at FAR 52.213-1, Fast Payment Procedures.

(c) The Contractor shall-

(1) Ensure that the data encoded on each passive RFID tag are unique (i.e., the binary number is never repeated on any and all contracts) and conforms to the requirements in paragraph (d) of this clause;

(2) Use passive tags that are readable; and

(3) Ensure that the passive tag is affixed at the appropriate location on the specific level of packaging, in accordance with MIL-STD-129 (Section 4.9.2) tag placement specifications.

(d) Data syntax and standards. The Contractor shall encode an approved RFID tag using the instructions provided in the EPC: Tag Data Standards in effect at the time of contract award. The EPC: Tag Data Standards are available at <http://www.epcglobalinc.org/standards/>.

(1) If the Contractor is an EPCglobal: subscriber and possesses a unique EPC: company prefix, the Contractor may use any of the identity types and encoding instructions described in the most recent EPC: Tag Data Standards document to encode tags.

(2) If the Contractor chooses to employ the DoD Identity Type, the Contractor shall use its previously assigned Commercial and Government Entity (CAGE) Code and shall encode the tags in accordance with the tag identity type details located at http://www.acq.osd.mil/log/rfid/tag_data.htm. If the Contractor uses a third party packaging house to encode its tags, the CAGE code of the third party packaging house is acceptable.

(3) Regardless of the selected encoding scheme, the Contractor is responsible for ensuring that each tag contains a globally unique identifier.

(e) Receiving report. The Contractor shall electronically submit advance shipment notice(s) with the RFID tag identification (specified in paragraph (d) of this clause) in advance of the shipment in accordance with the procedures at http://www.acq.osd.mil/log/rfid/advance_shipment_ntc.htm.

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D11C02 52.211-9010 SHIPPING LABEL REQUIREMENTS -
MIL-STD-129P (MAY 2006) DLAD

(Vendor Fill-in)

D11C03 52.211-9010 SHIPPING LABEL REQUIREMENTS -
MIL-STD-129P (MAY 2006) ALT I (AUG 2005)

(d) The Offeror shall indicate below the location where packaging will be inspected:

D11C08 52.211-9033 PACKAGING AND MARKING REQUIREMENTS
(APR 2008) DLAD

Packaging: () Same as for supplies (Vendor Fill-in)
or,
Plant:

D11C12 52.211-9053 EXPEDITED HANDLING SHIPMENTS (JUL
2008) DLAD

(Vendor Fill-in)

D47C01 52.247-9012 REQUIREMENTS FOR TREATMENT OF WOOD
PACKAGING MATERIAL (WPM) (FEB 2007) DLAD

Cage Code:

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

(Vendor Fill-in)

(b) Definition.

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

(Vendor Fill-in)

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

City/St/Zip:

(Vendor Fill-in)

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

Applicable to clin(s):

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

(Vendor Fill-in)

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

E46C08 52.246-9013 CONTRACTOR AND GOVERNMENT SAMPLES AT ORIGIN (SEP 2007) DLAD

SECTION F

F11A06 52.211-16 VARIATION IN QUANTITY (APR 1984) FAR

(b) The permissible variation shall be limited to:

.5 % (Percent) Increase % (Percent) Decrease

This increase or decrease shall apply to the quantity at the line item level, or for phased delivery at the sub-clin level, as designated by item number followed by two alphas, i.e. 0001AA. The variation (if any) shall be shipped with the quantity for the line item, or for phased delivery the quantity specified for each sub-clin. Under no circumstances will the contractor ship a variation in quantity against any line item/sub-clin other than as specified in the delivery schedule.

SECTION E

E46A01 52.246-1 CONTRACTOR INSPECTION REQUIREMENTS
(APR 1984) FAR

F11A07 52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR

E46C06 52.246-9008 INSPECTION AND ACCEPTANCE AT ORIGIN
(AUG 2007) DLAD

F42A02 52.242-15 STOP-WORK ORDER (AUG 1989) FAR

F42A05 52.242-17 GOVERNMENT DELAY OF WORK (APR 1984) FAR

(c) The Offeror shall indicate below the location where supplies will be inspected:

F47A01 52.247-29 F.O.B ORIGIN (FEB 2006) FAR

Supplies:

F47A10 52.247-58 LOADING, BLOCKING, AND BRACING OF FREIGHT CAR SHIPMENTS (APR 1984) FAR

Plant:

F47C14 52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JUL 2008) DLAD

(Vendor Fill-in)

(a) DCMA Administered Orders: Contact the Transportation Officer at the administering DCMA location.

Cage Code:

(b) DLA Administered orders: Contact the DLA Transportation office for shipping instructions by facsimile to 717-770-2701 or via email to [delivery\(at\)dla.mil](mailto:delivery(at)dla.mil). A return fax number must be included with your faxed request. The DDCs hours of operation are Monday through Friday, 7:00 a.m. to 11:00 p.m. and Saturday from 8:00 a.m. to 4:30 p.m. excluding holidays. For urgent requirements and questions, you may call the DDC at 1-800-456-5507. DLA's Distribution Planning and Management System (DPMS) may be used to obtain transportation instructions in lieu of contacting the transportation office.

(Vendor fill-in)

Street:

(Vendor Fill-in)

City/St/Zip:

(Vendor Fill-in)

Applicable to clin(s):

SECTION H

H46C01 52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES (APR 2008) DLAD

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H46C04 52.246-9044 SANITARY CONDITIONS (AUG 2008)
DLAD

SECTION I

I03B02 252.203-7000 REQUIREMENTS RELATING TO
COMPENSATION OF FORMER DoD OFFICIALS (JAN 2009) DFARSI03B03 252.203-7002 REQUIREMENT TO INFORM EMPLOYEES OF
WHISTLEBLOWER RIGHTS (JAN 2009) DFARSI04A05 52.204-7 CENTRAL CONTRACT REGISTRATION
(APR 2008) FARI04B03 252.204-7003 CONTROL OF GOVERNMENT PERSONNEL WORK
PRODUCT (APR 1992) DFARSI04B04 252.204-7004 ALTERNATE A, CENTRAL CONTRACTOR
REGISTRATION (SEP 2007) DFARSI04B06 252.204-7008 EXPORT-CONTROLLED ITEMS
(APR 2010) DFARS

(a) Definition. Export-controlled items, as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR parts 120-130). The term includes:

(1) Defense items, defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR part 120.

(2) Items, defined in the EAR as "commodities, software, and technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for Contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds to, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to--

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

I11A01 52.211-5 MATERIAL REQUIREMENTS (AUG 2000)
FARI11A02 52.211-15 DEFENSE PRIORITY AND ALLOCATION
REQUIREMENT (APR 2008) FAR

I11C02 52.211-9002 PRIORITY RATING (MAR 2000) DLAD

I11C08 52.211-9014 CONTRACTOR RETENTION OF TRACEABILITY
DOCUMENTATION (OCT 2008) DLADI15A05 52.215-8 ORDER OF PRECEDENCE -- UNIFORM CONTRACT
FORMAT (OCT 1997) FARI22A15 52.222-19 CHILD LABOR-COOPERATION WITH
AUTHORITIES AND REMEDIES (JUL 2010) FARI22A16 52.222-20 WALSH-HEALEY PUBLIC CONTRACTS ACT
(OCT 2010) FARI22A17 52.222-21 PROHIBITION OF SEGREGATED FACILITIES
(FEB 1999) FAR

I22A18 52.222-26 EQUAL OPPORTUNITY (MAR 2007) FAR

I22A24 52.222-36 AFFIRMATIVE ACTION FOR WORKERS WITH
DISABILITIES (OCT 2010) FARI22A35 52.222-50 COMBATING TRAFFICKING IN PERSONS
(FEB 2009) FARI23A29 52.223-18 CONTRACTOR POLICY TO BAN TEXT MESSAGING
WHILE DRIVING (SEP 2010) FARI25A04 52.225-13 RESTRICTIONS ON CERTAIN FOREIGN
PURCHASES (JUN 2008) FAR

I32A01 52.232-1 PAYMENTS (APR 1984) FAR

I32A06 52.232-8 DISCOUNTS FOR PROMPT PAYMENT
(FEB 2002) FAR

I32A08 52.232-11 EXTRAS (APR 1984) FAR

I32A22 52.232-25 PROMPT PAYMENT (OCT 2008) FAR

I32A28 52.232-33 PAYMENT BY ELECTRONIC FUNDS
TRANSFER--CENTRAL CONTRACTOR REGISTRATION (OCT 2003) FARI32B02 252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT
REQUESTS AND RECEIVING REPORTS (MAR 2008) DFARSI32B10 252.232-7010 LEVIES ON CONTRACT PAYMENTS
DFARS (DEC 2006)

I33A01 52.233-1 DISPUTES (JUL 2002) FAR

I33A03 52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

I33A05 52.233-4 APPLICABLE LAW FOR BREACH OF CONTRACT
(OCT 2004) FARI33C01 52.233-9001 DISPUTES: AGREEMENT TO USE
ALTERNATIVE DISPUTE RESOLUTION (JUN 2001) DLAD

(c) If you wish to opt out of this clause, check here
() (Vendor Fill-in).

I39C01 52.239-9000 Y2K COMPLIANCE NOTICE (JUN 2002)
DLADI43A01 52.243-1 CHANGES -- FIXED PRICE (AUG 1987)
FARI43B01 252.243-7001 PRICING OF CONTRACT MODIFICATIONS
(DEC 1991) DFARSI44A05 52.244-6 SUBCONTRACTS FOR COMMERCIAL ITEMS
(DEC 2010) FARI46B05 252.246-7003 NOTIFICATION OF POTENTIAL SAFETY
ISSUES (JAN 2007) DFARSI46C10 52.246-9059 WARRANTY OF SUPPLIES (COMMERCIAL
ITEMS) (SEP 2008) DLADI49A01 52.249-1 TERMINATION FOR CONVENIENCE OF THE
GOVERNMENT (FIXED-PRICE) (SHORT FORM) (APR 1984) FARI52A01 52.252-2 CLAUSES INCORPORATED BY REFERENCE
(FEB 1998) FAR

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

FAR: <http://acquisition.gov/comp/far/loadmainre.html>

DFARS:

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

CLASS DEVIATIONS:

http://www.acq.osd.mil/dpap/dars/class_deviations.htmlDLAD: <http://www.dla.mil/j-3/j-3311/DLAD/DLADrev5.htm>I52A02 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES
(APR 1984) FAR

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter1) clause with an authorize deviation is indicated by the addition of

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' (DEVIATION)' after the date of the clause.

* * *

(b) The use in this solicitation or contract of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ' (DEVIATION)' after the name of the regulation.

(c) (2) The following certifications are applicable as indicated by the Contracting Officer: [Contracting Officer check as appropriate.] () (i) 52.219-19, Small Business Concern Representation for the Small Business Competitiveness Demonstration Program. () (ii) 52.219-21, Small Business Size Representation for Targeted Industry Categories Under the Small Business Competitiveness Demonstration Program. () (iii) 52.219-22, Small Disadvantaged Business Status. () (A) Basic. () (B) Alternate I. () (iv) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products. () (v) 52.222-48, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment Certification. () (vi) 52.222-52 Exemption from Application of the Service Contract Act to Contracts for Certain Services - Certification. () (vii) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only). () (viii) 52.223-13, Certification of Toxic Chemical Release Reporting. () (ix) 52.227-6, Royalty Information. () (A) Basic. () (B) Alternate I. () (x) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.

I53A01 52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

SECTION K

K04A01 52.204-3 TAXPAYER IDENTIFICATION (OCT 1998) FAR

(d) Taxpayer Identification Number (TIN).

- () TIN: (Vendor Fill-in). () (Vendor Fill-in) TIN has been applied for. () (Vendor Fill-in) TIN is not required because: () Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States; () Offeror is an agency or instrumentality of a foreign government; () Offeror is an agency or instrumentality of a Federal Government; () Other, State basis.

(Vendor Fill-in)

- (e) Type of organization. () (Vendor Fill-in) Sole proprietorship; () (Vendor Fill-in) Partnership; () (Vendor Fill-in) Corporate entity (not tax-exempt); () (Vendor Fill-in) Corporate entity (tax-exempt); () (Vendor Fill-in) Government entity (Federal, State, or local); () (Vendor Fill-in) Foreign government; () (Vendor Fill-in) International organization per 26 CFR 1.6049-4; () Other

(Vendor Fill-in)

- () Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision. () Name and TIN of common parent:

Name (Vendor Fill-in)

TIN (Vendor Fill-in)

K04A03 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (OCT 2010) FAR

(a) (1) The North American Industry Classification System (NAICS) code for this acquisition is 312112 [insert NAICS code].

(2) The small business size standard is 500 [insert size standard].

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b) (1) If the clause at 52.204-7, Central Contractor Registration, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the clause at 52.204-7 is not included in this solicitation, and the offeror is currently registered in CCR, and has completed the ORCA electronically, the offeror may choose to use paragraph (d) instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

- () (Vendor Fill-in) (i) Paragraph (d) applies. () (Vendor Fill-in) (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference [see FAR 4.1201]; except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Table with 4 columns: FAR Clause #, Title, Date, Change. Includes (Vendor Fill-in) entries.

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K04B01 252.204-7007 ALTERNATE A, ANNUAL REPRESENTATIONS AND CERTIFICATIONS (MAY 2008) DFARS

(d) The offeror has completed the annual representations and certifications electronically via the Online Representations and Certifications Application (ORCA) website at http://orca.bpn.gov. After reviewing the ORCA database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference [see FAR 4.1201]; except for the changes identified below [offeror to insert changes, identifying change by clause number, title, date]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

Table with 4 columns: FAR/DFARS Clause #, Title, Date, Change.

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(Vendor Fill-in)

subcontract subject to the Equal Opportunity clause of this solicitation;

(Vendor Fill-in)

(b) It () (Vendor Fill-in) has, () (Vendor Fill-in) has not filed all required compliance reports

(Vendor Fill-in)

K22A03 52.222-25 AFFIRMATIVE ACTION COMPLIANCE (APR 1984) FAR

(Vendor Fill-in)

The offeror represents that --

Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on ORCA.

K07A01 52.207-4 ECONOMIC PURCHASE QUANTITY - SUPPLIES (AUG 1987) FAR

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

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

(b) It () (Vendor Fill-in) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(Vendor Fill-in)

K25A01 52.225-18 PLACE OF MANUFACTURE (SEP 2006) FAR

(Vendor Fill-in)

(a) Definitions. As used in this clause: 'Manufactured end product' means any end product in Federal Supply Classes (FSC) 1000-9999, except:

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

(Vendor Fill-in)

OFFEROR RECOMMENDATIONS

ITEM _____ (Vendor Fill-in)

QUANTITY _____ (Vendor Fill-in)

PRICE QUOTATION _____ (Vendor Fill-in)

TOTAL _____ (Vendor Fill-in)

K09A01 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS (APR 2010) FAR

(a) (1) The Offeror certifies, to the best of its knowledge and belief, that --

(i) The Offeror and/or any of its Principals -- (A) Are () (Vendor Fill-in) are not () (Vendor Fill-in) presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have () (Vendor Fill-in) have not () (Vendor Fill-in), within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks 'have', the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are () (Vendor Fill-in) are not () (Vendor Fill-in) presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a) (1) (i) (B) of this provision.

(D) Have () (Vendor Fill-in), have not () (Vendor Fill-in), within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3000 for which the liability remains unsatisfied.

* * * (a) (ii) The Offeror has () has not () within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency. * * *

K22A02 52.222-22 PREVIOUS CONTRACTS AND COMPLIANCE REPORTS (FEB 1999) FAR

The offeror represents that --

(a) It () (Vendor Fill-in) has, () (Vendor Fill-in) has not participated in a previous contract or

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

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly:

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

the United States); or

(2) () [Vendor Fill-in] Outside the United States.

SECTION L

L11A03 52.211-14 NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE, EMERGENCY PREPAREDNESS, AND ENERGY PROGRAM USE (APR 2008) FAR

As cited on the front page of this solicitation.

L33C01 52.233-9000 AGENCY PROTESTS (SEP 1999) DLAD

L52A01 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998) FAR

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

FAR: <http://acquisition.gov/comp/far/loadmainre.html>

DFARS:

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

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CONTINUATION SHEET

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CLASS DEVIATIONS:

http://www.acq.osd.mil/dpap/dars/class_deviations.html

DLAD: <http://www.dla.mil/j-3/j-3311/DLAD/DLADrev5.htm>

L52A02 52.252-5 AUTHORIZED DEVIATIONS IN PROVISIONS
(APR 1984) FAR

(a) The use in this solicitation of any Federal Acquisition regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the date of the provision.

(b) The use in this solicitation of any DoD FAR Supplement (DFARS) (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of '(DEVIATION)' after the name of the regulation.

**Integrated Pest Management (IPM) Program Requirements for Operational Rations
Applicable to all Operational Rations Facilities**

8 March 2009

I. Scope and Applicability:

A.

All contractors and/or subcontractors who manufacture, repackage, store, assemble, or ship Government Furnished Material (GFM) and/or Contractor Furnished Material (CFM) used in the production and/or assembly of operational rations are required to have an integrated pest management program in place. The IPM program implemented needs to adequately protect products from infestation and/or contamination by insects (or other arthropods), rodents, birds, or other animals. Contractors/ subcontractors supplying other than subsistence items for the Operational Rations programs are exempt from this requirement. However, suppliers of nonfood items must adhere to Good Manufacturing Practices so as to avoid the introduction of filth and/or pests into associated food manufacturing and assembly facilities.

B.

The IPM program implemented shall comply with the Federal Food, Drug and Cosmetic Act; the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA) as amended; and any regulations promulgated there under.

C.

The IPM program implemented is not to be sent to DSCP for review and approval. The program however shall be available on-site for review on request by a DSCP representative.

D.

Contractors and/or subcontractors of products with **Higher Level Quality Requirements** (documented Quality Systems Plan required) must submit the following to DSCP-FTS as part of their Quality System Plan:

1.

A statement on whether service is in-house or provided by an external provider. If service is in-house, a copy of the employee's current pesticide applicator certificate/license shall also be submitted. If the service provider is external, submit the name of the company/provider.

A map of the facility indicating the location of pest management devices (pheromone traps, rodent control devices, etc.). If more than one facility is used (i.e. storage of ingredients or finished goods), a map for each facility is required.

A statement identifying the normal frequency (weekly, bi-weekly, etc.) of inspecting pest management devices by company personnel and/or contracted service, as applicable.

If pesticides are stored on site, how are they controlled (who has access, is the inventory monitored, etc.)?

E.

The IPM program shall be in existence prior to contract award. The program will also be fully implemented prior to initial receipt, production, storage, assembly, or shipment of Operational Ration components, end items, or final assemblies. The Contracting Officer may take whatever action is deemed necessary to ensure full compliance with any and all aspects of the IPM program. The Government reserves the right to inspect the premises and associated products and materials and to reject those products and/or materials evidencing pest infestation/contamination or determined to be produced or held under insanitary conditions.

II. Integrated Pest Management (IPM) Program Concepts

A. IPM may be defined as "the use of all appropriate technological and management techniques to bring about an effective degree of pest prevention and suppression in a cost-effective, environmentally sound manner". Accordingly, the goal of IPM is to minimize the adverse environmental impact of pesticides while achieving an acceptable level of control and cost effectiveness. The single most important aspect of IPM in the food processing and storage industry is SANITATION.

B. Basic IPM Program Elements

1. Sanitation, housekeeping, and good manufacturing practices.
2. Continuous product and facility inspections to include a pest surveillance program, utilizing pheromone surveillance technology.
3. Proper facility design, maintenance, and physical pest exclusion.
4. Proper stock handling and warehousing techniques.
5. Appropriate use of mechanical pest control techniques and trapping strategies.
6. Proper selection and application of pesticides, using those of least toxicity where feasible.

III. IPM Program Required Elements* *This section (III.) contains those required elements of the IPM program for Operational Rations which should be addressed in the program implemented. All program elements should be addressed. Requests for waivers and/or modifications to any of the elements contained in the IPM program must be submitted in writing to DSCP- FTSB thru the Contracting Officer for consideration.

A.

Sanitation, Housekeeping, and Good Manufacturing Practices

1. At least one (1) week prior to the initiation of any associated contract operation, all portions of the subject facility shall be rendered sanitary and pest free. A comparable level of sanitation will be achieved in all adjacent facility areas, even if not directly associated with Government contract operations.

2. Any equipment not required in the handling or processing of food or non-food items, and which is not a part of the required production/assembly process, shall be clean and properly maintained to preclude pest infestation/harborage.

3. Spilled food or ingredients, residue from damaged product, waste packaging or packing materials, and all other debris shall be cleaned up and properly disposed of by the end of each workday. Infested residue or debris will be disposed of immediately. Waste receptacles will be kept covered at all times.

4. Inbound conveyances will be inspected to determine that they have arrived in a sanitary and pest free condition. Evidence of conveyance infestation will be immediately reported to DPSC. Outbound conveyances will be inspected and rendered sanitary and pest free before loading.

5. Damaged product will not be placed in the general storage area. Damaged product discovered in the general storage area will be removed to a designated rework/salvage area. The rework/salvage area will be maintained in a highly sanitary and pest free condition at all times. Damaged product, which cannot be salvaged, will be expeditiously disposed of with the approval of the Contracting Officer when required.

6. Ingredient mixing/batching rooms/areas will receive detailed attention to sanitation requirements. Product residues associated with such operations will not be allowed to accumulate.

7. The facility grounds will be maintained in a neat and orderly manner, free of trash, debris, and accumulations of excess materials and equipment, which may provide harborage for insect and rodent pests. Dumpsters will be kept covered at all times.

B. Product/Facility Inspections and Pest Surveillance

1. All incoming products and materials, including packaging and packing materials will be inspected upon receipt for evidence of pest infestation/contamination. Special attention should be given to the receipt of raw ingredients and spices, as these items are highly susceptible to infestation.

2. Daily facility walk-through sanitary inspections should be conducted in order to identify damaged product, infested/contaminated materials, facility maintenance needs, and to evaluate the overall effectiveness of sanitation and pest management programs.

NOTE: The procedures in the following paragraph 3 must be fully implemented within thirty (30) days of contract award for solicitations containing this IPM program.

3. Insect surveillance will be accomplished by means of pheromone trapping, utilizing specific or combination pheromone traps to provide surveillance for the major stored product pest species commonly infesting processed foods and ingredient items. NOTE: If Pheromone traps are not utilized, the rationale for non-use should be clearly indicated in the plan.

a. Pheromone traps will be located at appropriate intervals throughout all ingredient and food component storage areas to provide for early detection of stored product insect activity. Pheromone lures will be periodically changed in accordance with the manufacture's recommendations. Damaged and/or dirty traps will be changed when necessary.

b. Trap monitoring should be accomplished jointly by contractor and pest control subcontractor personnel when an external service provider is used. The in-plant Government Quality Assurance Representative (GQAR) shall have access to the monitoring records. Reports of activity over an extended period without action being taken shall be reported to the Contracting officer and DSCP-FTS. A written corrective and preventive action plan from the contractor will be requested if the problem persists.

c. If insect activity is observed within contractor facilities by the GQAR during the course of contract operations, exclusive of pheromone traps and electrocution devices, the GQAR shall immediately, verbally, notify the contractor and confirm this in writing. A copy of the written report shall simultaneously e-mailed to the Contracting Officer and DSCP-FTS. The contractor shall take immediate action and submit a written corrective plan (including specimen identification by the Contractor's Pest Management Company or Qualified Pest Management personnel) within 5-working days to the Contracting Officer and DSCP-FTS.

C. Facility Design, Maintenance, and Pest Exclusion

1. Roofs and walls will be maintained in a good state of repair to prevent leaks and accumulations of standing water.

2. All holes or gaps in interior and exterior walls will be sealed as necessary on a continual basis.

3. All exterior openings, including windows, air exchangers (unless fitted with operable louvers), vents, and doors which may remain open, will be properly screened.

4. All door entrances will be self-closing and constructed of rodent-proof material in such a manner to preclude rodent entry when closed. Cargo or dock doors will be equipped either with inflatable/adjustable boots, full-length vinyl strips, and/or properly functioning air curtains. Cargo doors left open for ventilation will be fitted with framed screen inserts to prevent insect entry.

5. Cleaning and caulking/sealing of facility floor and wall cracks/joints should be attended to as necessary on a continuing basis.

D. Stock Handling and Warehousing Techniques

1. Infestible food components and ingredients will be stored a minimum of 18 inches away from all walls and partitions. Inspection aisles of not less than 18 inches will be maintained between each two (2) rows or stacks of subject product. Pallet rack systems are acceptable as long as all product is readily accessible for inspection. Infestible ingredient items, when stored in rack systems, will be located at the lowest levels and consolidated for ease of monitoring and surveillance.

2. Two or more infestible components will not be located on a single pallet.

3. Proper stock handling practices, designed to minimize product damage, will be enforced throughout the course of contract operations.

4. Commercial ingredient items of an infestible nature will be stored separately from ingredient items used in the Government contract operation. Remaining commercial components and end items will be segregated to the maximum extent possible, given the physical constraints of the storage facility.

E. Mechanical Control and Trapping Strategies

1. Mechanical rodent control devices and/or traps may be utilized in any area of the food processing and storage facility as long as they do not interfere with normal production operations. These devices are used in lieu of bait stations containing rodenticides. If food type bait materials are used in conjunction with traps, they should be monitored for potential insect infestation. A map or layout of all facilities showing the existing or intended locations of mechanical rodent control devices will be included.

2. Rodent glue boards may be utilized as required for control and also as a means of rodent surveillance.

3. Reliance on magnetic or sonic repelling devices for insect, rodent, and/or bird control is not recommended.

4. Properly approved and installed insect electrocution devices may be utilized in all areas of the facility at the discretion of the contractor. Electrocution devices will be maintained in a clean and sanitary manner and positioned so as not to contaminate food products or food contact surfaces.

F. Pesticide Selection and Application

1. Applicator and Pesticide Documentation

a. The application of pesticides, categorized as "Restricted Use" by the Environmental Protection Agency (EPA), will only be performed by properly trained and certified pesticide applicators. Legible copies of valid State applicator licenses/ certifications for in-house (contractor) personnel applying "Restricted Use" pesticides on the premises will be provided. Legible copies of product labels for any "Restricted Use" pesticide proposed for use will be available for on-site review and/or provided upon written request from the Contracting Officer.

b. The application of "General Use" pesticides may be performed by trained persons. Individual State restrictions may apply to the application of "General Use" pesticides in a commercial food processing and/or storage facility. The names and qualifications for in-house personnel applying "General Use" pesticides on the premises will be provided, if not commercially certified as above. Legible copies of product labels for any "General Use" pesticide proposed for use will be available for on-site review and/or provided upon written request from the Contracting Officer.

2. The selection, application method, and frequency of application for residual insecticides, flushing agents, space treatment chemicals, insect growth regulators, rodenticides, and herbicides will be left to the discretion of the contractor or the pest control subcontractor. Pesticide application and treatment records will be kept for each facility treated and will be maintained for a minimum of one (1) year. These treatment records will be made available to the Government upon request and will be reviewed during Quality Systems Audits or other visits to the establishment.

NOTE: Residual insecticides applied in processing facilities, which fall under the jurisdiction of the USDA Food Safety and Inspection Service (FSIS) - Meat and Poultry Inspection Office (MPIO), will be applied in accordance with MPI directives and with the approval of the GQAR in Charge.

NOTE: In no case will product, pouches/pouch material, meal bags/material, lids, cans, accessory bags, or unassembled component items be exposed during pesticide applications.

3. Facility exterior perimeter rodent bait stations, containing an EPA approved rodenticide, are required. Bait stations will be of the tamper proof type and secured for safety. The locations of the exterior bait stations will be indicated on the facility maps or layouts. Rodenticides will not be used in processing, assembly, or storage areas.

4. If a requirement exists for the use of toxic rodent tracking powders, a DSCP entomologist will first be notified and approval granted for such use. Nontoxic tracking powders may be utilized at the discretion of the pest control service person.

5. A fumigation capability must be available in the event either product or facility fumigation becomes necessary. If fumigation is necessary, DSCP may request the source of the capability and a copy of the subject certification be provided.

NOTE: Retorted and pouch sealed components, as well as final assembled rations, will not be fumigated unless authorized by the Contracting Officer (and as recommended by the DSCP Food Safety Office or DSP-FTS).

IV. Required Notifications

A. Intended changes, additions, deletions, or other proposed modifications to an IPM program which impacts products intended for Government use will be submitted to the Contracting Officer for evaluation by a DSCP-FTS before implementation.

B. The Contracting Officer shall be immediately informed of any infestations found in product, packaging supplies, or within the facilities themselves. Immediate telephonic and/or e-mail notification to the Contracting Officer and DSCP-FTS is required by the contractor and/or the GQAR as applicable.

C. The GQAR and/or DSCP-FTS will inform contractors of unfavorable pest situations, as they are determined or observed during daily sanitary inspections or during audits. The contractor is required to submit a corrective and preventive action plan describing what actions are being taken to correct the unfavorable situation.