

**AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT**

1. CONTRACT ID CODE PAGE OF PAGES  
 1 32

2. AMENDMENT/MODIFICATION NO. P00203

3. EFFECTIVE DATE See Block 16C

4. REQUISITION/PURCHASE REQ. NO.

5. PROJECT NO. (If applicable)

6. ISSUED BY CODE SPE300

7. ADMINISTERED BY (If other than Item 6) CODE

DLA TROOP SUPPORT  
 DIRECTORATE OF SUBSISTENCE, FTAD  
 700 ROBBINS AVE, BLDG  
 PHILADELPHIA, PA 19111

8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)  
 OCEAN FAIR INTERNATIONAL SHIPCHANDLERS LLC  
 PO BOX 49646  
 PLOT #597-904  
 Dubai Investment Park - Phase II  
 Near Abu Dhabi Pipe Factory (ADPF)  
 Dubai United Arab Emirates

9A. AMENDMENT OF SOLICITATION NO.

9B. DATED (SEE ITEM 11)

10A. MODIFICATION OF CONTRACT/ORDER NO. SPE300-14-D-4004

10B. DATED (SEE ITEM 13) 28 APR 2014

CODE SGF40 FACILITY CODE

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:  
 (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment your desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

is extended,  is not extended.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

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

CHECK ONE

A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT NO. IN ITEM 10A. ORDER

B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE ~~Change~~ *(such as changes in paying office, change in date, etc.)* SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103

C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 52.212-4(c) Contract Terms and Conditions - Commercial Items (May 2014)

D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return 1 copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)  
 See Page 2 thru 32 details.

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

15A. NAME AND TITLE OF SIGNER (Type or print) ADIL MASTER, DIRECTOR

16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) TINA FREDERICO

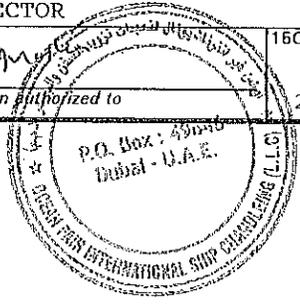
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)

16B. UNITED STATES OF AMERICA (Signature of Contracting Officer)

15C. DATE SIGNED 24 May 2015

16C. DATE SIGNED 5/27/15

NSN 7540-01-152-8070  
 Previous edition unusable



STANDARD FORM 30 (REV. 10-83)  
 Prescribed by GSA FAR (48 CFR) 53.243

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1. This modification addresses procedures for updating the DLA Troop Support Subsistence Prime Vendor catalogs for the Subsistence Prime Vendor Ability One Mandatory Procurement List (MPL). Procedures are as follows:

- A. All changes to the DLA Troop Support Subsistence Prime Vendor Ability One MPL will be made on the DLA Troop Support Subsistence Ability One webpage.
- B. The DLA Troop Support Subsistence Prime Vendor Ability One MPL webpages will be updated for the following changes in: prices, ordering information, contractor locations, items (additions and deletions), Ability One approved contractors and/or purchase exceptions.
- C. The website for General Information, Mandatory Food and Non-Food Items is: <https://www.troopsupport.dla.mil/subs/pv/manprod/index.asp>
- D. Prime Vendor contractors will be notified via e-mail. The e-mail notification will identify the changes to the MPL and alert the Prime Vendor contractors to check the DLA Troop Support Subsistence Ability One Program webpage. Additionally changes to the MPL will be bolded for easy identification. Prime Vendor contractors shall confirm receipt of this e-mail notification.
- E. DLA Troop Support Subsistence Prime Vendors are required to expeditiously catalog the mandatory products and remove any commercial equivalent product with "essentially the same" product characteristics. For CONUS Prime Vendors, if the removal and replacement will take longer than 30 days after notification by the Contracting Officer, the Prime Vendor must provide the Contracting Officer with details for the delay. For OCONUS Prime Vendors, within 30 days of notification by the Contracting Officer the OCONUS Prime Vendor must provide the Contracting Officer with current details of issues (outstanding orders, product in the pipeline, etc.) and provide the date when the catalogs will be updated. Contracting Officers will notify the Subsistence Ability One Team.
- F. Any other commercial equivalent product with "essentially the same" product characteristics cannot be sold to the DLA Troop Support customers under this contract. The contractor is not authorized to submit catalog changes containing other commercial equivalent products with "essentially the same" product characteristics as those items on the MPL.

The following criteria should be used in determining if a commercial product is "essentially the same" as an Ability One MPL item:

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

The only potential exception to this requirement is identified in paragraph G below.

- G. If the Prime Vendor is requested to carry items commercially equivalent to MPL items but with unique packaging requirements provided by the supplier but not currently provided by the MPL source, the Prime Vendor must notify the Contracting Officer. Contracting Officers will notify the Subsistence Ability One Team.
- H. Payments shall be made directly to the MPL designated source.
- I. Monthly MPL Compliance Reports are issued for each active Prime Vendor catalog. The monthly MPL Compliance Reports are sent to each Prime Vendor for each of their catalogs

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and to each administering Contracting Officer. These reports are to be reviewed to ensure active catalogs include the MPL items. Prime Vendor contractors will be notified of non-compliances.

2. The following clauses are added:

**52.204-9000 CONTRACTOR PERSONNEL SECURITY REQUIREMENTS (AUG 2014)**

(a) Work to be performed under this contract or task order may, in full or in part, be performed at the Defense Logistics Agency (DLA) Headquarters (HQ), DLA field activity office(s), or other Federally-controlled facilities. Prior to beginning work on a contract, DLA requires all Contractor personnel working on the Federally-controlled facility to have a favorably adjudicated National Agency Check with Written Inquiries (NACI) or NACI equivalent.

(b) Additionally, in accordance with Department of Defense (DoD) Regulation 5200.2-R, Personnel Security Programs, and DLA Issuance 4314, Personnel Security Program, all DoD Contractor personnel who have access to Federally-controlled information systems must be assigned to positions which are designated at one of three information technology (IT) levels, each requiring a certain level of investigation and clearance, as follows:

- (1) IT-I for an IT position requiring a single scope background investigation (SSBI) or SSBI equivalent;
- (2) IT-II for an IT position requiring a National Agency check with Law and Credit (NACLC) or NACLC equivalent; and
- (3) IT-III for an IT position requiring a NACI or equivalent.

Note: IT levels will be designated according to the criteria in DoD 5200.2-R.

(c) Previously completed security investigations may be accepted by the Government in lieu of new investigations if determined by the DLA Intelligence Personnel Security Office to be essentially equivalent in scope to the contract requirements. The length of time elapsed since the previous investigation will also be considered in determining whether a new investigation is warranted. To assist the Government in making this determination, the Contractor must provide the following information to the respective DLA Intelligence Personnel Security Office immediately upon receipt of the contract. This information must be provided for each Contractor employee who will perform work on a Federally-controlled facility and/or will require access to Federally-controlled information systems:

- (1) Full name, with middle name, as applicable, with social security number;
  - (2) Citizenship status with date and place of birth;
  - (3) Proof of the individual's favorably adjudicated background investigation or NACI, consisting of identification of the type of investigation performed, date of the favorable adjudication, name of the agency that made the favorable adjudication, and name of the agency that performed the investigation;
  - (4) Company name, address, phone and fax numbers with email address;
  - (5) Location of on-site workstation or phone number if off-site (if known by the time of award); and
  - (6) Delivery order or contract number and expiration date; and name of the Contracting Officer.
- (d) The Contracting Officer will ensure that the Contractor is notified as soon as a determination is made by the assigned or cognizant DLA Intelligence Personnel Security Office regarding acceptance of the previous investigation and clearance level.

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(1) If a new investigation is deemed necessary, the Contractor and Contracting Officer will be notified by the respective DLA Personnel Security Office after appropriate checks in DoD databases have been made.

(2) If the Contractor employee requires access to classified information and currently does not have the appropriate clearance level and/or an active security clearance, the DLA Intelligence Personnel Security Office will relay this information to the Contractor and Contracting Officer for further action. Investigations for Contractor employees requiring access to classified information must be initiated by the Contractor Facility Security Officer (FSO).

(3) The Contracting Officer will ensure that the respective DLA Intelligence Personnel Security Office initiates investigations for Contractor employees not requiring access to classified information (i.e., IT or unescorted entry) .

(4) It is the Contractor's responsibility to ensure that adequate information is provided and that each Contractor employee completes the appropriate paperwork, as required either by the Contracting Officer or the DLA Intelligence Personnel Security Office, in order to begin the investigation process for the required clearance level.

(e) The Contractor is responsible for ensuring that each Contractor employee assigned to the position has the appropriate security clearance level.

(f) The Contractor shall submit each request for IT access and investigation through the Contracting Officer to the assigned or cognizant DLA Intelligence Personnel Security Office. Requests shall include the following information and/or documentation:

(1) Standard Form (SF) 85, Questionnaire for Non-Sensitive Positions, or the SF 86, Questionnaire for National Security Positions (see note below);

(2) Proof of citizenship (i.e., an original or a certified copy of a birth certificate, passport, or naturalization certificate); and

(3) Form FD-258, Fingerprint Card (however, fingerprinting can be performed by the cognizant DLA Intelligence Personnel Security Office).

(Note to (f)(1) above: An investigation request is facilitated through use of the SF 85 or the SF 86. These forms with instructions as well as the Optional Form (OF) 306, Declaration for Federal Employment, which is required with submission of the SF85 or SF 86, are available at the Office of Personnel Management's (OPM) system called Electronic -Questionnaires for Investigations Processing (e-QIP). Hard copies of the SF85 and SF86 are available at OPM's web-site, [www.opm.gov](http://www.opm.gov), but hard copies of the forms are not accepted.)

(g) Required documentation, listed above in paragraphs (f) (1) through (3), must be provided by the Contractor as directed by the Contracting Officer to the cognizant DLA Intelligence Personnel Security Office at the time of fingerprinting or prior to the DLA Intelligence Personnel Security Office releasing the investigation to OPM .

(h) Upon completion of the NACI, NACLIC, SSBI, or other sufficient, appropriate investigation, the results of the investigation will be forwarded by OPM to the appropriate adjudication facility for eligibility determination or the DLA Intelligence Personnel Security Office for review and determination regarding the applicant's suitability to occupy an unescorted entry position in performance of the DLA contract. Contractor personnel shall not commence work on this effort until the investigation has been favorably adjudicated or the Contractor employee has been waived into the position pending completion of adjudication. The DLA Intelligence Personnel Security Office will ensure that results of investigations will be sent by OPM to the Department of Defense, Consolidated Adjudications Facility (DoD CAF) or DLA Intelligence Personnel Security Office.

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(i) A waiver for an IT-I or IT-II position to allow assignment of an individual Contractor employee to commence work prior to completion of the investigation may be granted in emergency situations when it is determined that a delay would be harmful to national security. A request for waiver will be considered only after the Government is in receipt of the individual Contractor employee's completed forms. The request for a waiver must be approved by the Commander/Director or Deputy Commander/Director of the site. The cognizant DLA Intelligence Personnel Security Office reserves the right to determine whether a waiver request will be forwarded for processing, however, there will be no waiver for an IT-III position. The individual Contractor employee for which the waiver is being requested may not be assigned to a position, that is, physically work at the Federally-controlled facility and/or be granted access to Federally-controlled information systems, until the waiver has been approved.

(j) The requirements of this clause apply to the prime Contractor and any subcontractors the prime Contractor may employ during the course of this contract, as well as any temporary employees that may be hired by the Contractor. The Government retains the right to request removal of Contractor personnel, regardless of prior clearance or adjudication status whose actions, while assigned to this contract, who are determined by the Contracting Officer to conflict with the interests of the Government. If such removal occurs, the Contractor shall assign qualified personnel, with the required investigation, to any vacancy.

(k) All Contractor personnel who are granted access to Government and/or Federally-controlled information systems shall observe all local automated information system (AIS) security policies and procedures. Violations of local AIS security policy, such as password sharing, performing personal work, file access violations, or browsing files outside the scope of the contract, will result in removal of the Contractor employee from Government property and referral to the Contractor for appropriate disciplinary action. Actions taken by the Contractor in response to a violation will be evaluated and will be reflected in the Contractor's performance assessment for use in making future source selection decisions. In addition, based on the nature and extent of any violations of AIS security policy, the Government will consider whether it needs to pursue any other actions under the contract such as a possible termination.

(l) The Contractor may also be required to obtain a Common Access Card (CAC) for each Contractor employee in accordance with procedures established by DLA. When a CAC is required, the Contracting Officer will ensure that the Contractor follows the requirements of Homeland Security Presidential Directive 12 and any other CAC-related requirements in the contract. The Contractor shall provide, on a monthly basis, a listing of all personnel working under the contract that have CACs.

(m) Contractor personnel must additionally receive operations security (OPSEC) and information security (INFOSEC) awareness training. The DLA annual OPSEC refresher training and DLA annual INFOSEC training will satisfy these requirements and are available through the DLA Intelligence Office.

(n) When a Contractor employee who has been granted a clearance is removed from the contract, the Contractor shall provide an appropriately trained substitute who has met or will meet the investigative requirements of this clause. The substitute may not begin work on the contract without written documentation, signed by the Contracting Officer, stating that the new Contractor employee has met one of the criteria set forth in paragraphs (c), (d), or (i) of this clause, (i.e., acceptance of a previously completed security investigation, satisfactory completion of a new investigation, or a waiver allowing work to begin pending completion of an investigation). Contractor individual employees removed from this contract as a result of a violation of local AIS security policy are removed for the duration of the contract.

(o) The following shall be completed for every employee of the Government Contractor working on this contract upon contract expiration. Additionally, the Contractor shall notify the contracting officer immediately in writing whenever a Contractor employee working on this

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contract resigns, is reassigned, is terminated or no longer requires admittance to the Federally-controlled facility or access to Federally-controlled information systems. When the Contractor employee departs, the Contractor will relay departure information to the cognizant DLA Intelligence Personnel Security Office so appropriate databases can be updated. The Contractor will ensure each departed employee has completed the DLA J6 Out-Processing Checklist, when applicable, for the necessary security briefing, has returned any Government-furnished equipment, returned the DoD CAC and DLA (or equivalent) badge, returned any DoD or DLA vehicle decal, and requested deletion of local area network account with a prepared Department of Defense (DD) Form 2875. The Contractor will be responsible for any costs involved for failure to complete the out-processing, including recovery of Government property and investigation involved.

(p) These Contractor security requirements do not excuse the Contractor from meeting the delivery schedule/performance requirements set forth in the contract, or waive the delivery schedule/performance requirements in any way. The Contractor shall meet the required delivery schedule/performance requirements unless the contracting officer grants a waiver or extension.

(q) The Contractor shall not bill for personnel, who are not working on the contract while that Contractor employee's clearance investigation is pending.

**52.216-9065 ECONOMIC PRICE ADJUSTMENT – ACTUAL MATERIAL COSTS FOR DLA TROOP SUPPORT - SUBSISTENCE PRODUCT PRICE BUSINESS MODEL (JAN 2013)**

(a) Warranties: For the portion of the schedule that is covered by this economic price adjustment (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

(2) 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 MPA price or the most recent manufacturer, grower or private label holder commercial price per unit to the Contractor, exclusive of standard freight.

(i) Exceptions:

(A) Fresh fruits and vegetables (FF&V):

(1) The product is listed in the distribution category for prime vendor fresh fruits and vegetables (FF&V) 59; 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

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(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 contiguous United States (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 f.o.b. origin/nonprofit agency. (Prices set in accordance with applicable law (f.o.b. 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 f.o.b. 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 (also known as a stock keeping unit (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.

(4) "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 manufacturer'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 (or product allowance), shall be reflected via a reduced subsistence total order and receipt electronic system (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 United States (U.S.) Treasury, attached with itemized listing of all customer purchases by line item to include contract number, call number, purchase order number and contract line-item number (CLIN).

(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 statement of work (SOW). As detailed above in paragraph (3) of this clause, product price is distinct from and not to be included in the distribution price. For use in outside contiguous United States (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 Sunday 12:01 AM of the first full week in a calendar month through the last Saturday 11:59 PM that precedes the Sunday of the first full week in the next calendar month (eastern time (ET), standard or daylight as applicable).

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(8) "United States Defense Transportation System (DTS) Ocean Shipping Costs:" DTS ocean transportation costs (for 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. 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.

(ii) 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 received 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 -  $40\% \times \$5.70 = \$2.28$

Supplier B -  $30\% \times \$5.90 = \$1.77$

Supplier C -  $30\% \times \$6.30 = \$1.89$

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, Pennsylvania, United States (U.S.) time one week prior to the first day of the next ordering month, to be effective in the next ordering month's 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 electronic data interchange (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 electronic data interchange (EDI) 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,

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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, Pennsylvania, U.S. time on the Thursday 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, Pennsylvania, U.S. 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.

(d) 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 30%, 60% 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

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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 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 the 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.

**52.232-34 Payment by Electronic Funds Transfer-Other Than System for Award Management (Jul 2013)**

*(a) Method of payment.*

(1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend payment due dates until such time as the Government makes payment by EFT (but see paragraph (d) of this clause).

*(b) Mandatory submission of Contractor's EFT information.*

(1) The Contractor is required to provide the Government with the information required to make payment by EFT (see paragraph (j) of this clause). The Contractor shall provide this information directly to the office designated in this contract to receive that information (hereafter: "designated office") no later than 15 days prior to submission of the first request for payment. If not otherwise specified in this contract, the payment office is the designated office for receipt of the Contractor's EFT information. If more than one designated office is

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named for the contract, the Contractor shall provide a separate notice to each office. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the designated office(s).

(2) If the Contractor provides EFT information applicable to multiple contracts, the Contractor shall specifically state the applicability of this EFT information in terms acceptable to the designated office. However, EFT information supplied to a designated office shall be applicable only to contracts that identify that designated office as the office to receive EFT information for that contract.

(c) *Mechanisms for EFT payment.* The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) *Suspension of payment.* (1) The Government is not required to make any payment under this contract until after receipt, by the designated office, of the correct EFT payment information from the Contractor. Until receipt of the correct EFT information, any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(2) If the EFT information changes after submission of correct EFT information, the Government shall begin using the changed EFT information no later than 30 days after its receipt by the designated office to the extent payment is made by EFT. However, the Contractor may request that no further payments be made until the updated EFT information is implemented by the payment office. If such suspension would result in a late payment under the prompt payment terms of this contract, the Contractor's request for suspension shall extend the due date for payment by the number of days of the suspension.

(e) *Liability for uncompleted or erroneous transfers.*

(1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

- (i) Making a correct payment;
- (ii) Paying any prompt payment penalty due; and
- (iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment and the provisions of paragraph (d) shall apply.

(f) *EFT and prompt payment.* A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) *EFT and assignment of claims.* If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a

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condition of any such assignment, that the assignee shall provide the EFT information required by paragraph (j) of this clause to the designated office, and shall be paid by EFT in accordance with the terms of this clause. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) *Liability for change of EFT information by financial agent.* The Government is not liable for errors resulting from changes to EFT information provided by the Contractor's financial agent.

(i) *Payment information.* The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address in the contract.

(j) *EFT information.* The Contractor shall provide the following information to the designated office. The Contractor may supply this data for this or multiple contracts (see paragraph (b) of this clause). The Contractor shall designate a single financial agent per contract capable of receiving and processing the EFT information using the EFT methods described in paragraph (c) of this clause.

- (1) The contract number (or other procurement identification number).
- (2) The Contractor's name and remittance address, as stated in the contract(s).
- (3) The signature (manual or electronic, as appropriate), title, and telephone number of the Contractor official authorized to provide this information.
- (4) The name, address, and 9-digit Routing Transit Number of the Contractor's financial agent.
- (5) The Contractor's account number and the type of account (checking, saving, or lockbox).
- (6) If applicable, the Fedwire Transfer System telegraphic abbreviation of the Contractor's financial agent.
- (7) If applicable, the Contractor shall also provide the name, address, telegraphic abbreviation, and 9-digit Routing Transit Number of the correspondent financial institution receiving the wire transfer payment if the Contractor's financial agent is not directly on-line to the Fedwire Transfer System; and, therefore, not the receiver of the wire transfer payment.

**252.225-7993 Prohibition on Contracting with the Enemy (DEVIATION 2014-00020)  
(SEP 2014)**

(a) The Contractor shall exercise due diligence to ensure that none of the funds received under this contract are provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(b) The Contractor shall exercise due diligence to ensure that none of their subcontracts are associated with a person or entities listed as a prohibited/restricted source in the System for Award Management at [www.sam.gov](http://www.sam.gov).

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(c) The Head of the Contracting Activity (HCA) has the authority to—

(1) Terminate this contract for default, in whole or in part, if the HCA determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) and (b) of this clause; or

(2) Void this contract, in whole or in part, if the HCA determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing or Coalition forces involved in a contingency operation in which members of the armed forces are actively engaged in hostilities.

(d) The substance of this clause, including this paragraph (d), is required to be included in subcontracts under this contract that have an estimated value over \$50,000.

**252.225-7994 Additional Access to Contractor and Subcontractor Records in the United States Central Command Theater of Operations (DEVIATION 2014-00020)**

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this Contract are not—

(1) Subject to extortion or corruption; or

(2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

**252.225-7995 Contractor Personnel Performing in the United States Central Command Area of Responsibility. (DEVIATION 2015-00009)**

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

“Combatant Commander” means the Commander of the United States Central Command Area of Responsibility.

“Contractors authorized to accompany the Force,” or “CAAF,” means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments). Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

“Designated reception site” means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United

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States is a party, and applicable customary international law.

"Non-CAAF" means personnel who are not designated as CAAF, such as local national (LN) employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

(b) *General.*

(1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR)

(2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.

(3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.

(4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).

(5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) *Support.*

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because

(A) The Contractor cannot obtain effective security services;

(B) Effective security services are unavailable at a reasonable cost; or

(C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones, lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

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(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) *Compliance with laws and regulations.*

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures; and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(1)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(1) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

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(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/reportacrime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.andrews.af.mil/library/factsheets/factsheet.asp?id=14522>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or [www.dodig.mil/HOTLINE/index.html](http://www.dodig.mil/HOTLINE/index.html). Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and

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- (C) Have received all required immunizations as specified in the contract.
- (1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.
- (2) All other immunizations shall be obtained prior to arrival at the deployment center.
- (3) All CAAF and selected non-CAAF, as specified in the statement of work, shall bring to the USCENTCOM AOR a copy of the Public Health Service Form 791, "International Certificate of Vaccination" that shows vaccinations are current.
- (iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.
- (iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.
- (v) All deploying personnel have received personal security training. At a minimum, the training shall
- (A) Cover safety and security issues facing employees overseas;
- (B) Identify safety and security contingency planning activities; and
- (C) Identify ways to utilize safety and security personnel and other resources appropriately.
- (vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.
- (vii) Personnel have received law of war training as follows:
- (A) Basic training is required for all CAAF. The basic training will be provided through
- (1) A military-run training center; or
- (2) A web-based source, if specified in the contract or approved by the Contracting Officer.
- (B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.
- (2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that
- (i) Such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, *et seq.*);
- (ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;
- (iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)); and
- (iv) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

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(v) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(vi) Such employees will be provided victim and witness protection and assistance.

(f) *Processing and departure points.* CAAF shall

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(1) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) *Personnel data.*

(1) The Contractor shall use the Synchronized Predeployment and Operational Tracker (SPOT) web-based system to enter and maintain data for all Contractor employees covered by this clause, following the procedures in paragraph (g)(3) of this clause.

(2) Upon becoming an employee under this contract, the Contractor shall enter into SPOT, and shall continue to use SPOT web-based system to maintain accurate, up-to-date information throughout the employment in the AOR. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the employment in the AOR with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT business rules.<sup>1</sup>

(i) In all circumstances, this includes any personnel performing private security functions and CAAF.

(ii) For personnel other than those performing private security functions and CAAF, this requirement excludes anyone—

(A) Hired under contracts valued below the simplified acquisition threshold;

(B) Who will be performing in the CENTCOM AOR less than 30 continuous days; or

(C) Who, while afloat, are tracked by the Diary message Reporting System.

(3) Follow these steps to register in and use SPOT:

(i) SPOT registration requires one of the following login methods:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate; or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval.

**(ii) To register in SPOT:**

(A) Contractor company administrators should register for a SPOT account at <https://spot.dmdc.mil>; and

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<sup>1</sup> Hyperlink to <http://www.acq.osd.mil/log/PS/spot.html>

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(B) The customer support team must validate user need. This process may take two business days. Company supervisors will be contacted to validate Contractor company administrator account requests and determine the appropriate level of user access.

(iii) Upon approval, all users will access SPOT at <https://spot.dmdc.mil/>.

(iv)(A) Refer SPOT application assistance questions to the Customer Support Team at

(1) Phone: 703-578-5407, DSN 312-698-5407; or

(2) Email: [dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil](mailto:dodhra.beau-alex.dmdc.mbx.spot-helpdesk@mail.mil).

(B) Refer to the SPOT OSD Program Support website at <http://www.acq.osd.mil/log/PS/spot.html> for additional training resources and documentation regarding registration for and use of SPOT.

(h) *Contractor personnel.*

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) *Military clothing and protective equipment.*

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) *Weapons.*

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting

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Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(1) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons

(i) Are adequately trained to carry and use them

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) *Vehicle or equipment licenses.* Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.

(l) *Purchase of scarce goods and services.* If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) *Evacuation.*

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) *Next of kin notification and personnel recovery.*

(1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing,

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detained, captured, or abducted.

(2) In the case of isolated, missing, detained, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) *Mortuary affairs.* Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) *Changes.* In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) *Subcontracts.* The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

3. In accordance with the Management Reports section of your contract, the following report has been added at no additional cost to the Government:

Contract Retention Plan (CRP): The Contractor shall submit, not later than April 9, 2015, on an annual basis, a CRP which demonstrates the Contractor's compliance with FAR Part 4.7 and FAR 52.212-5(d). The Contractor's submitted CRP must outline the type of reports and procedures used to retain the Contractor's books, documents, accounting procedures and practices and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form and other supporting evidence to satisfy contract negotiation, administration and audit requirements of the Government, including DLA and the Comptroller General. The plan must also identify how long its documentation will be retained and the Contractor's plan to back up electronic documents.

All CRPs must be reviewed and approved by the Contracting Officer. Once the CRP has been approved by the Contracting Officer, the CRP becomes a part of this contract, and the Contractor must retain its records in accordance with the terms of the CRP. Should the Contractor's record retention procedures or the CRP change during the course of the 12 months preceding the next CRP submission date, the Contractor must submit the revised plan to the Contracting Officer for review and approval immediately.

4. In accordance with the Management Reports section of your contract, the following reports have been updated and/or revised at no additional cost to the Government:

(i) & (ii) Fill-Rate - Non-Catch and Catch Weight Items:

The Contractor shall submit its monthly fill rate report (to include overall fill rate; non-catch weight item fill rate; and catch-weight item fill rate) to the DLA Troop Support Contracting Officer. The report shall be based on order required delivery dates (RDD), not order placement dates, i.e. the report for March 2014 shall include all orders placed for deliveries 01-31 March 14. This would normally include orders placed the last day(s) of February 2014. In addition to monthly fill rate reports, more frequent reports may be required on an as needed basis. The Government will compare and attempt to reconcile the Government and Contractor's reports. The Government's fill rate report will be the official government record for contract performance evaluation. The fill rate is calculated by dividing the number of cases accepted by the customer by the number of cases ordered. Mis-picks and damaged cases should not be included in this calculation. The report shall specify fill rates per customer and an overall average fill rate for all

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customers under the contract for the period being reported. The monthly fill rate reports should specify fill rates grouped by contract number/DODAAC (first six positions of the purchase order)/purchase order number. The date range of the report shall be based on the customer's required delivery date (RDD). Overall discrepancy report shall only include purchase orders that contain less than the contract minimum fill rate. Please note that the fill rate could take up to three months to be calculated due to system reconciliation. However, the Government's finding will serve as the final rate.

(iii) 832 Report:

Each line to contain at a minimum: DLA Troop Support stock number, item description, current product price, new product price, distribution price, current total price (current product + distribution), new total price (new product + distribution), distribution category, purchase ratio factor, unit of issue, unit of measure, and NAPA discount.

(iv) Slow Movers (Excess Stock)

This report shall list all products that are being ordered in less than the required contract minimum monthly quantity. Purpose is to track slow moving items for possible deletion from the catalog.

(v) Socio-Economic Report:

- i. This report shall list all products manufactured and/or supplied by small business, small disadvantaged business, minority owned small business, women-owned small business, women owned small disadvantaged business, HUB Zone small business, veteran owned small business, or service disabled veteran owned small business. This shall be sorted by manufacturer/supplier and include quantity and dollar value and shall be sorted by the applicable business size category of the manufacturer/supplier. NIB/NISH firms are not to be categorized under Small Disadvantaged Business as they are non-profit organizations and should be considered their own separate category.

**Note:** This report is for direct subcontracts for products supplied to customers. This report is not to include direct costs. SBA must certify HUBZone businesses.

- ii. A summary page of the report shall also be submitted that highlights the total dollars and percentages for each category. This information is very important since DLA Troop Support is required to report its success in meeting these goals for the Defense Logistics Agency (DLA). Also requested, but not required since DLA does not mandate these goals be reported, is a listing of products supplied and/or manufactured by UNICOR, Labor Surplus Areas, Historically Black Colleges or Universities and Minority Institutions.

(vi) Rebates (General):

All rebates passed along to the customer via off-price reductions, or that is due to the customer, shall be summarized by listing each customer and the rebate amount. Also, include the manufacturer offering the rebate and the product usage. The total shall be per customer and per contract. Negative reports required.

(vii) Contractor Retention Plan:

Contracting Officers shall review and approve contract retention plans from contractors. The contract retention plans must be in accordance with FAR 4.703. The contractor's record retention plan should include the length of time that they plan to retain contract file documents and electronic documents. The plan should also include the contractor's plan to back up electronic documents. For example, certain records must be retained until 3 years from the date of final payment. See FAR 4.703 for more information on retention of contract file documents.

(viii) Total Asset Visibility/Supply Chain Fitness Report:

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The vendor will submit a report of assets on hand, anticipated usage, average demand and assets on order. The vendor needs to be able to present real time asset visibility of their entire inventory. At a minimum the vendor will be required to submit this report on an as needed basis, however they may also be required to submit it weekly or monthly as circumstances warrant. The contractor shall electronically transmit the following reports to the Subsistence Contracting Officer and Contract Specialist within 5 working days as requested. The Contractor shall provide such information by month, for the number of months, as requested.

(ix) Not-in-Stock (NIS):

This report must list all not-in-stock products (in accordance with the definition of fill rate/not in stock) for a one-month period.

(x) Rebates (Food Show):

This report shall show a detailed break out of all savings received at Food Shows by attending vendors and is as required based on the timing of the Food Show. The Contracting Officer should receive this report no later than two weeks after the end of the special pricing period that includes a list of each customer, the Food Show amount, the manufacturer/broker name, and quantity ordered. Food Show rebates shall be listed per customer, per contract, and per manufacturer. The total shall be per customer and per contract.

(xi) NAPA Rebate Report:

The Vendor will submit a monthly report and the NAPA data-tracking company (currently One2One) will generate a monthly Discrepancy Report. Vendors are required to refund any allowances not passed on as up-front item discounts.

|        | <b>REPORTS RECEIVED FROM PV</b>                    | <b>FREQUENCY</b> |
|--------|--|------------------|
| (i)    | Fill-rate, Non-Catch Weight Items                  | Weekly & Monthly |
| (ii)   | Fill-rate, Catch Weight Items                      | Weekly & Monthly |
| (iii)  | 832 Report   | Monthly          |
| (iv)   | Slow Movers (Excess Stock)                         | Monthly          |
| (v)    | Socio-Economic Report                              | Monthly          |
| (vi)   | Rebates (General)                                  | Monthly          |
| (vii)  | Contract Retention Plan                            | Yearly           |
| (viii) | Total Asset Visibility/Supply Chain Fitness Report | As Needed        |
| (ix)   | Not-in-Stock (NIS)                                 | As Needed        |
| (x)    | Rebates (Food Show)                                | As Needed        |
| (xi)   | NAPA Rebate Report                                 | Monthly          |

5. The Fill Rate Exception Codes are changed as follow:

VENDOR SHORT SHIPMENT EXCEPTION CODES:

- D01 STORES receipt data did not process – DLA Troop Support exception
- D02 STORES catalog problem, PRF incorrect (STORES master production catalog error) - DLA Troop Support exception
- D03 STORES catalog problem, catch weight item pkg data incorrect (master production catalog error) – DLA Troop Support exception
- D04 Approved NIS waiver (CONUS/OCONUS NIS approved by the contracting officer - to provide supporting documentation for decision) – DLA Troop Support exception
- V01 Monthly item demand exceeds average demand by >300% - vendor exception

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- V02 Newly cataloged item (insufficient time for vendor to capture demand history) - Vendor exception
- V03 Low shelf life. Frequent restocking required (cooler item i.e., yogurt) - Vendor exception
- V04 Pre-deliver / customer cancelled order without using STORES - Vendor exception
- V05 Customer based order quantity on the incorrect unit of issue - Vendor exception
- V06 Customer did not provide sufficient ordering lead time i.e., special order item - Vendor exception
- V07 Item being phased out (catalog timing issue) - Vendor exception
- V08 Catch weight adjustment (customer orders 100 lbs. Actual weight of product is 98 lbs.) - Vendor exception
- V09 Product recalled - Vendor exception
- V10 Other (vendor to provide specific explanation for "other" exception) - Vendor exception

6. Awarded Distribution Prices are revised to add National Price Categories for each Normal Distribution Price Category; Categories 1 thru 70.

- Normal Distribution Price Categories for Standard Catalog Items (24 Month Base Period; 18 Month Option Period 1 and 18 Month Option Period 2):

| <i>Category Number</i> | <i>Category Description</i>  | <i>UOM</i> | <i>Dist. Price</i> | <i>National Price Dist. Price</i> |
|------------------------|--|------------|--------------------|-----------------------------------|
| 1                      | Steak Cuts, Raw, Tenderloins, Strip Loin, Rib Eye, Short Loin  | LB         |                    |                                   |
| 2                      | Primal Roast Cuts (Includes Tenders, Strip Loin, Ribeye, Short Loin)   | LB         |                    |                                   |
| 3                      | Beef, Raw, Roasts (Includes Steamship, Knuckles, Chuck), Stew Meat, Breaded Beef Items, Braising Steak, Raw Fajita Meat and Other Related Raw Beef Products)     | LB         |                    |                                   |
| 4                      | Beef, Patties, Ground, Bulk, Raw   | LB         |                    |                                   |
| 5                      | Beef, Precooked Products (Includes Precooked Ground Beef, Air Dried Beef, Beef Patties and Other Related Precooked Beef Products)                                | LB         |                    |                                   |
| 6                      | Poultry, Raw, Minimally Processed Bone-In (Includes Cut Quarters, 8 Piece Cut, Halves, Whole and Other Related Raw Poultry Products)                             | LB         |                    |                                   |
| 7                      | Poultry, Raw, Boneless and Raw, Breaded or Unbreaded   | LB         |                    |                                   |
| 8                      | Poultry, Precooked Products  | LB         |                    |                                   |
| 9                      | Pork, Raw, Whole Loins, Chops, Steaks  | LB         |                    |                                   |
| 10                     | Pork, Raw, Roasts (excluding loins), Ribs, Breaded and Unbreaded fabricated items (i.e., breaded pork steak, pork stew meat and Other Related Raw Pork Products) | LB         |                    |                                   |

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| <i>Category Number</i> | <i>Category Description</i>  | <i>UOM</i> | <i>Dist. Price</i> | <i>National Price Dist. Price</i> |
|------------------------|--|------------|--------------------|-----------------------------------|
| 11                     | Precooked Products (Includes Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham and Other Related Precooked Pork Products)   | LB         |                    |                                   |
| 12                     | Raw Sausage, Scrapple, Bacon, Pork Roll, Breakfast Ham, Bratwurst and Knockwurst   | LB         |                    |                                   |
| 13                     | Luncheon Meats, Franks, Corn Dogs, Pizza Toppings (Includes Toppings with Meat and Other Related Products)   | CS         |                    |                                   |
| 14                     | Lamb, Veal and Game, Raw, Breaded or Unbreaded   | LB         |                    |                                   |
| 15                     | Lamb, Veal and Game, Breaded, Precooked Products   | LB         |                    |                                   |
| 16                     | Shellfish, Whole Lobster, Lobster Tails, Crab Legs   | LB         |                    |                                   |
| 17                     | Shellfish (Includes Shrimp, Oysters, Clams, Scallops, Crab Cakes, Unbreaded and Other Related Unbreaded Shellfish Products)  | LB         |                    |                                   |
| 18                     | Shellfish (Includes Shrimp, Oysters, Clams, Scallops, Crab Cakes, Breaded and Other Related Breaded Shellfish Products)  | LB         |                    |                                   |
| 19                     | Fish, Fillets, Whole, Portioned, Unbreaded   | LB         |                    |                                   |
| 20                     | Fish, Fillets, Formed, Portioned, Solid Muscle, Breaded  | LB         |                    |                                   |
| 21                     | Fish, Imitation Crab, Lobster, Precooked, Refrigerated   | LB         |                    |                                   |
| 22                     | Fish and Meats, Canned or Pouch, Non-Refrigerated  | CS         |                    |                                   |
| 23                     | Entrees, Frozen, Precooked (Includes Cordon Blue, Chicken Kiev, Stuffed Chicken Breasts, Stuffed Pork Chops and Other Related Products)  | CS         |                    |                                   |
| 24                     | Miscellaneous Frozen (Includes Appetizers, Breakfast Pizza, Pizza Crust, Burritos, Pancakes, French Toast and Other Related Products)  | CS         |                    |                                   |
| 25                     | Desserts and Breads, Frozen (Includes Prepared Doughnuts, Danish, Pastries, Muffins, Bagels, Biscuits, Cookie Dough, Pie Shells, Bread Dough, Turnovers, Cheesecakes, Cobblers, Specialty Cakes, Cakes, Pies and Other Related Products) | CS         |                    |                                   |
| 26                     | Snack Foods (i.e. Cookies, Crackers, Granola Bars, Toaster Pastries, Snack Cakes and other related products)   | CS         |                    |                                   |
| 27                     | Dry Pasta, Rice, Dried Beans, Bread Crumbs, Croutons, and Ice Cream Cones, Cereal, Taco Shells and other related products  | CS         |                    |                                   |
| 28                     | Baking Mixes (i.e. Brownie Mix, Roll Mix, Bread Mix, Pancake Mix, Cake Mix and other related products) Less than or Equal to 24 lbs.   | CS         |                    |                                   |

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| <i>Category Number</i> | <i>Category Description</i>   | <i>UOM</i> | <i>Dist. Price</i> | <i>National Price Dist. Price</i> |
|------------------------|---|------------|--------------------|-----------------------------------|
| 29                     | Baking Mixes (i.e. Brownie Mix, Roll Mix, Bread Mix, Pancake Mix, Cake Mix and other related products) Greater than 24 lbs.   | CS         |                    |                                   |
| 30                     | Icings and Pie Fillings and other related products  | CS         |                    |                                   |
| 31                     | Sugar or Flour Bulk   | CS         |                    |                                   |
| 32                     | Bouillons, Dry Soups, Soup and Gravy Bases, Gravy, Cooking Wine, Sauces   | CS         |                    |                                   |
| 33                     | Shortenings, Food Oils, Butter, Margarine   | CS         |                    |                                   |
| 34                     | Sandwich/Meal Kits  | CS         |                    |                                   |
| 35                     | All No. 10 Size Cans  | CS         |                    |                                   |
| 36                     | Fruits, Vegetables, Dehydrated Dairy, Baby Food, Nutritional Supplements, Dietetic Products, Semi-Perishable, Other than No. 10 Size Can  | CS         |                    |                                   |
| 37                     | Fruits and Vegetables, Frozen   | CS         |                    |                                   |
| 38                     | Table Top Size, Refrigerated or Non-Refrigerated Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce and Other Condiment Related Products                                 | CS         |                    |                                   |
| 39                     | Bulk Size, Refrigerated or Non-Refrigerated Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Olives, Pickles, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce and Other Condiment Related Products                                      | CS         |                    |                                   |
| 40                     | Individual Portion, Refrigerated or Non-Refrigerated Up to 500 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products    | CS         |                    |                                   |
| 41                     | Individual Portion, Refrigerated or Non-Refrigerated 501 to 999 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products   | CS         |                    |                                   |
| 42                     | Individual Portion, Refrigerated or Non-Refrigerated 1000 to 3000 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products | CS         |                    |                                   |

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| <i>Category Number</i> | <i>Category Description</i>   | <i>UOM</i> | <i>Dist. Price</i> | <i>National Price Dist. Price</i> |
|------------------------|---|------------|--------------------|-----------------------------------|
| 43                     | Individual Portion, Refrigerated or Non-Refrigerated > 3000 Count Case Jams, Jellies, Peanut Butter, Preserves, Honey, Syrups, Toppings, Dressings, Relish, Mayonnaise, Mustard, Ketchup, Sauces, Dessert Related Products, Hot Sauce, Gelatins, Puddings, and Other Condiment Related Products | CS         |                    |                                   |
| 44                     | Salads, Prepared, Chilled Fresh   | LB         |                    |                                   |
| 45                     | Soups, Frozen   | CS         |                    |                                   |
| 46                     | Spices, Herbs, Flavorings or Food Coloring  | CS         |                    |                                   |
| 47                     | Individual - Spices, Herbs, Flavorings or Food Coloring   | CO         |                    |                                   |
| 48                     | Confectionary, Candy, Nuts, Sugars other than bulk, Dried Fruit and Baking Chips  | CS         |                    |                                   |
| 49                     | Cocoa, Hot Chocolate, Coffee, Tea and Beverage Based Powder   | CS         |                    |                                   |
| 50                     | Beverages, Semi-Perishable, Chilled or Frozen, Dispenser Required (Includes Soda, Sports Drinks, Juice, Coffee, Hot Chocolate, Water ((any type)) and Other Drink Related Products)   | CS         |                    |                                   |
| 51                     | Beverages, Semi-Perishable, No Dispenser Required (Includes Soda, Sports Drinks, Juice, Coffee, Hot Chocolate, Water ((any type)) and Other Drink Related Products)   | CS         |                    |                                   |
| 52                     | Mixes, Soft Serve Ice Cream, Milk Shake, Yogurt   | CS         |                    |                                   |
| 53                     | Ice Cream Bulk or Novelties, Ice/Fruit Bars   | CS         |                    |                                   |
| 54                     | Eggs, Fresh   | CS         |                    |                                   |
| 55                     | Egg Product, Liquid, Shelf Stable, Frozen or Chilled  | CS         |                    |                                   |
| 56                     | Cheese  | LB         |                    |                                   |
| 57                     | Dairy Products other than Cheese and Ice Cream, Fresh (Includes Yogurt, Sour Cream, Milk and Other Fresh Dairy Related Products)  | CS         |                    |                                   |
| 58                     | Bakery Products, Fresh  | LB         |                    |                                   |
| 59                     | Fresh Fruits and Vegetables (FF&V)  | LB         |                    |                                   |
| 60                     | Food Service Operating Supplies (FSOS) Chemical (Dry or Liquid)   | CS         |                    |                                   |
| 61                     | Food Service Operating Supplies (FSOS) Chemical (Dry or Liquid)   | EA         |                    |                                   |
| 62                     | Food Service Operating Supplies (FSOS) Kitchen and Dining Supplies  | EA         |                    |                                   |

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| <i>Category Number</i> | <i>Category Description</i>   | <i>UOM</i> | <i>Dist. Price</i> | <i>National Price Dist. Price</i> |
|------------------------|---|------------|--------------------|-----------------------------------|
| 63                     | Food Service Operating Supplies (FSOS) Kitchen and Dining Supplies            | CS         |                    |                                   |
| 64                     | Food Service Operating Supplies (FSOS) Kitchen and Dining Supplies (Flatware) | CS         |                    |                                   |
| 65                     | Food Service Operating Supplies (FSOS) Plastic and Paper Products             | CS         |                    |                                   |
| 66                     | Food Service Operating Supplies (FSOS) Pots and Pans                          | EA         |                    |                                   |
| 67                     | Food Service Operating Supplies (FSOS) Kitchen Utensils                       | EA         |                    |                                   |
| 68                     | Toiletries and health/comfort items   | CS         |                    |                                   |
| 69                     | Film  | CS         |                    |                                   |
| 70                     | Ice (Cubed, Crushed)  | LB         |                    |                                   |

7. The following language has been added to your contract:

**CENTRAL CONTRACTS**

From time to time during the performance of this contract, DLA Troop Support may issue Indefinite Delivery Type Contracts (IDTC) for specific products to be distributed by the Prime Vendor. The Prime Vendor will be required to obtain the specific products identified in the IDTCs. The price charged by the Prime Vendor to the ordering activity will not exceed that cited in the IDTC, plus the Prime Vendor's negotiated distribution fee. At the time of award and at other times when applicable, DLA Troop Support will provide the Prime Vendor with a list of all IDTCs awarded and their terms and conditions of the awarded IDTCs. The Prime Vendor shall have 30 days within which to implement the terms and conditions of the awarded IDTCs.

8. The following CONUS and OCONUS Places of Performance (PoPs) are updated; the list below supersedes all previous CONUS and OCONUS PoPs:

- Advance Pierre Foods  
9987 Carver Road  
Blue Ash, OH  
www.advancepierre.com
- Alfa Supply, Inc.  
5912 Campbell St.  
Hanahan, SC  
www.abbysbest.com
- AMERICAN BOUNTY  
13771 S. Gramercy Place  
Gardena, CA 90249  
www.americanbounty.com
- ARYZTA LLC. (OTIS SPUNKMEYER)  
6080 Center Drive, #900  
Los Angeles, CA  
www.aryzta.com

- Berks Packing Co., Inc.  
Reading, PA 19610  
[www.berksfoods.com](http://www.berksfoods.com)
- Boja's Foods, Inc.  
13120 N. Wintzell Ave.  
Bayou La Batre, AL  
[www.bojasfoods.com](http://www.bojasfoods.com)
- ConAgra Foodservice  
3837 Damascus Rd.  
Baldwin, GA  
[www.conagrafoodservice.com](http://www.conagrafoodservice.com)
- CAMPBELLS  
1 Campbell Place  
Box 91D  
Camden, NJ  
[www.acostafoodservice.com](http://www.acostafoodservice.com)
- CARGILL INC  
206 West 4th Street  
Monticello, MN 55362
- CAVALRY ONE LLC  
1012 Veterans Drive  
Lewisburg, TN  
[oldhickorysmokehouse.com](http://oldhickorysmokehouse.com)
- General Mills Foodservice  
One General Mills Boulevard  
Minneapolis, MN  
[www.generalmillsfoodservice.com](http://www.generalmillsfoodservice.com)
- DELTA GROUP  
[www.deltagroupqatar.com](http://www.deltagroupqatar.com)  
[deltagroup\\_sales@deltaco.com.qa](mailto:deltagroup_sales@deltaco.com.qa)
- COLOSSEUM  
Industrial Area St. 1 Gate 6  
P.O. Box 21538  
Doha, Qatar  
[www.colosseumdeli.com](http://www.colosseumdeli.com)
- Schwan's Food Service, Inc.  
115 West College Drive  
Marshall, MN  
[www.schwansfoodservice.com](http://www.schwansfoodservice.com)
- Jennie-O Turkey Store  
2505 Willmar Ave SW  
Willmar, MN  
[www.jennieofoodservice.com](http://www.jennieofoodservice.com)

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- James A. Kennedy & Associates Inc.  
4529 Mattox Crossing Court  
Powhatan, VA  
[www.jamesakennedy.com](http://www.jamesakennedy.com)
- Kellogg's  
545 Lamont Rd  
Elmhurst, IL  
[www.kelloggfoodawayfromhome.com](http://www.kelloggfoodawayfromhome.com)
- Kraft Foods Group Inc.  
Three Lakes Drive  
Northfield, IL  
[www.kraftfoodsgroup.com](http://www.kraftfoodsgroup.com)
- McCain Foods USA, Inc.  
2275 Cabot Drive  
Lisle, IL  
[www.mccainusa.com](http://www.mccainusa.com)
- MARTHA'S ALL NATURAL  
4884 Frontier Way  
Stockton, CA  
[www.marthasallnatural.com](http://www.marthasallnatural.com)
- NANA SERVICES  
3150 C. Street, Suite 250  
Anchorage, AK  
[www.niqillc.com](http://www.niqillc.com)
- Ocean Direct LLC dba American Bounty  
13771 Grammercy Pl  
Gardena, CA  
[www.oceandirect.com](http://www.oceandirect.com)
- PEPSICO  
700 Anderson Hill Road  
Purchase, NY  
[www.pepsico.com](http://www.pepsico.com)
- Perdue Foods LLC  
31149 Old Ocean City Road  
Salisbury, MD  
[www.perdue.com](http://www.perdue.com)
- RICHMOND PEAK QUALITY  
2041 Factory St.  
Richmond, CA  
[www.RPQ.BIZ](http://www.RPQ.BIZ)
- ROSE PACKING COMPANY, Inc.  
65 S. Barrington Road  
Barrington, IL  
[www.rosepacking.com](http://www.rosepacking.com)

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- Rotella's Italian Bakery Inc.  
6949 South 108th Street  
LaVista, NE  
[www.rotellasbakery.com](http://www.rotellasbakery.com)
- RASTELLI FOODS  
504 Sharptown Road  
Swedesboro, NJ 08085  
[www.RastelliFoodsGroup.com](http://www.RastelliFoodsGroup.com)
- RED CLOUD FOOD SERVICE  
3630 Trousdale Drive, Suite H  
Nashville, TN  
[www.rcfs.net](http://www.rcfs.net)
- RASTELLI GLOBAL  
504 Sharptown Road  
Swedesboro NJ. 08085  
[GlobalMilitaryPurchasing@rastellis.com](mailto:GlobalMilitaryPurchasing@rastellis.com)
- SUN OPTA  
3915 Minnesota Street  
Alexandria, MN  
[www.Sunopta.com](http://www.Sunopta.com)  
[SunoptaAseptic.orders@SunOpta.com](mailto:SunoptaAseptic.orders@SunOpta.com)
- The Hillshire Brands Company  
3301 Rider Trail South  
Suite 100  
Earthy City, MO
- SHASTA SALES INCORP  
1065 Palmour Dr  
Gainesville, GA
- Trident Seafoods Corporation  
5303 Shilshole Ave. NW  
Seattle, WA  
[www.tridentseafoods.com](http://www.tridentseafoods.com)
- Tyson Foods, Inc.  
2200 Don Tyson Parkway  
Springdale, AR  
[www.tysonfoodservice.com](http://www.tysonfoodservice.com)
- T.W. GARNER FOODS CO.(TEXAS PETE)  
4045 Indiana Avenue  
Winston-Salem, NC 27105
- UNISTEL  
650 Blossom Road  
Rochester, NY 14610
- WORLD MARKETING COMPANY  
112, S Gay St Suite 201  
Knoxville, TN

- Lamb Weston  
224905 East Bowles Rd.  
Kennewick, WA 99337
- TYSON  
4820 EAST MAIN ST  
Russellville, AR 72802
- Trident Seafoods  
2001 West Garfield St Bldg 392  
Seattle, WA 98119
- Richmond Wholesale  
2920 Regatta Blvd.  
Richmond, CA 94804

9. The following individuals are listed as Authorized Negotiators of this contract:

Primary Negotiator  
Adil Master  
Director  
Email: Adil@oceanfair.com

Secondary Negotiator  
Atul bhagat  
Director  
Email: Atul@oceanfair.com

10. All other terms and conditions remain unchanged.