

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS  
OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER		PAGE 1 OF 21	
2. CONTRACT NO. SPM30012DP142	3. AWARD/EFFECTIVE DATE 10/01/2012	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM30011R0020
7. FOR SOLICITATION INFORMATION CALL: HERMILA DURAN		6. TELEPHONE NUMBER (No collect calls) 215.737.4780	8. SOLICITATION ISSUE DATE 11/22/10
9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE, FTPD 700 ROBBINS AVENUE, BLDG 6B PHILADELPHIA, PA 19111-5092		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> 8(A) NAICS: 111998 SIZE STANDARD: 500	11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE <input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (16 CFR 700) 13b. RATING 14. METHOD OF SOLICITATION <input type="checkbox"/> RFO <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP

15. DELIVER TO CODE	16. ADMINISTERED BY SAME AS BLOCK 9 CODE	17a. CONTRACTOR/OFFEROR CODE 1JNS5 FACILITY CODE TULSA FRUIT DBA GOPRESH PRODUCE 1691 N. 161ST E. AVE. TULSA, OK 74116 TELEPHONE NO.	18a. PAYMENT WILL BE MADE BY CODE DFAS COLUMBUS CENTER DFAS BVDP P.O. BOX 369031 COLUMBUS, OH 4323-9031
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM	

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	FULL LINE OF FRUIT AND VEGETABLES TO SUPPORT DoD CUSTOMERS IN OKLAHOMA AND THE TEXAS PANHANDLE  ONE (2 YEAR) BASE PERIOD ONE (2 YEAR) OPTION PERIOD  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA	26. TOTAL AWARD AMOUNT (For Govt. Use Only) NOT TO EXCEED \$13,033,264.24
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED	<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED HEREIN.	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>GOPRESH</u> OFFER DATED <u>10/27/2011</u> . YOUR OFFER ON SOLICITATION (BLOCK 6), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
30b. NAME AND TITLE OF SIGNER (Type or print) Colby Johnson - President	30c. DATE SIGNED 10-1-12
31b. NAME OF CONTRACTING OFFICER (Type or print) WARREN BROWN	31c. DATE SIGNED 10/1/2012

**SOLICITATION/CONTRACT FORM**

The terms, conditions and amendments set forth and issued in solicitation SPM300-11-R-0020 are incorporated into subject contract.

- Amendment 0001
- Amendment 0002
- Amendment 0003
- Amendment 0004
- Amendment 0005
- Amendment 0006
- Amendment 0007
- Amendment 0008
- Amendment 0009

**PERFORMANCE PERIOD:**

**A. Effective Period of the Contract:**

Base Period – September 30, 2012 – September 30, 2014.  
Option Period – October 1, 2014 – October 1, 2016.

**B. Deliveries to commence as follows:**

Troops: October 3, 2012

**ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM**

A. The following chart includes the 2 year estimated dollar value and the 4 year estimated dollar value, along with the guaranteed 10% minimum and 200% maximum. The guaranteed minimum and maximum, although based on estimates, are a firm dollar amount calculated as a percentage of the estimated dollar value; the minimum contract dollar value below constitutes the Government’s legal ordering obligation under the contract. The maximum contract dollar value is the legal limit of dollars that can be obligated against this contract.

Oklahoma and Texas Panhandle Area	2- Year Estimate (Base Year)	4 Year Estimate (Total incl. Option)	10% MIN (Base Year)	200% MAX (4 Years)
<i>Group I DOD- Troop</i>	\$3,258,316.06	\$6,516,632.12	\$325,831.61	\$13,033,264.24

The term “2 Year Estimate” refers to the Government’s good faith estimate of the requirement for the base period.

**I. START-UP PERIOD**

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

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### II. ORDERING CATALOGS

The following represents Tulsa Fruit Company's (Go Fresh) offer; offered delivered price to be utilized for first week of ordering:

Government Stock Number	Government Item Description	Unit of Issue	Delivered Pricing Including Freight	Base Term Distribution (DIP) Price	Unit Price
891501E210253	ALFALFA SPROUTS 6#	CS	\$ 14.10	\$ 1.70	\$ 15.80
891501E210797	APPLE GALA	CS	\$ 16.90	\$ 1.70	\$ 18.60
891501E210284	APPLE RED DEL 88CT	CS	\$ 13.75	\$ 1.70	\$ 15.45
891501E210280	APPLES, G/D 88CT	CS	\$ 10.90	\$ 1.70	\$ 12.60
891501E210004	APPLES, GRANNY 88CT	CS	\$ 14.00	\$ 1.70	\$ 15.70
891501E210287	ASPARAGUS STD 11#	CS	\$ 19.00	\$ 1.70	\$ 20.70
891501E210010	AVOCADO, 48CT, 12#	CS	\$ 9.34	\$ 1.70	\$ 11.04
891501E210015	BANANAS, 3 COLOR	CS	\$ 11.00	\$ 1.70	\$ 12.70
891501E210292	BEANS, GREEN	CS	\$ 15.85	\$ 1.70	\$ 17.55
891501E210639	BLACKBERRIES	CS	\$ 23.20	\$ 1.70	\$ 24.90
891501E210460	BLUEBERRIES	CS	\$ 19.20	\$ 1.70	\$ 20.90
891501E210297	BROCCOLI BUNCHED	CN	\$ 16.05	\$ 1.70	\$ 17.75
891501E210020	BROCCOLI CROWN 10#	CN	\$ 6.79	\$ 1.70	\$ 8.49
891501E210021	BROCCOLI FLORETS 4/3#	CS	\$ 12.85	\$ 1.70	\$ 14.55
891501E210298	BRUSSEL SPROUTS	CS	\$ 26.75	\$ 1.70	\$ 28.45
891501E210303	CABBAGE RED CASE	CS	\$ 16.50	\$ 1.70	\$ 18.20
891501E210300	CABBAGE, GREEN 50#	CS	\$ 9.50	\$ 1.70	\$ 11.20
891501E210859	CANTALOUPE CHUNKS 8# PAIL	CS	\$ 10.80	\$ 1.70	\$ 12.50
891501E210305	CANTALOUPE, 15CT	CN	\$ 10.20	\$ 1.70	\$ 11.90
891501E210045	CARROT, BABY 5# BAG	CN	\$ 3.95	\$ 1.70	\$ 5.65
891501E210311	CARROT, JUMBO 50#	CN	\$ 7.50	\$ 1.70	\$ 9.20
891501E210051	CARROT, STICKS	CN	\$ 5.00	\$ 1.70	\$ 6.70
891501E211180	CAULI FLWR FLORET 6#	CN	\$ 8.99	\$ 1.70	\$ 10.69
891501E210312	CAULI FLWR IND WRP	CN	\$ 8.85	\$ 1.70	\$ 10.55
891501E210470	CELERY, 5# STALKS	CN	\$ 1.40	\$ 1.70	\$ 3.10
891501E210314	CELERY, BULK 50#	CN	\$ 12.50	\$ 1.70	\$ 14.20
8915013872461	CILANTRO, 12 CT	CS	\$ 1.95	\$ 1.70	\$ 3.65
891501E210069	COLE SLAW MIX 5# BAG	CN	\$ 2.60	\$ 1.70	\$ 4.30
891501E210096	COLLARD GREENS 10#	CS	\$ 5.50	\$ 1.70	\$ 7.20
891501E210321	CORN ON COB FRESH	CS	\$ 13.35	\$ 1.70	\$ 15.05
891501E211183	CORN ORNAMENTAL 24-36 COUNT	CS	\$ 17.00	\$ 1.70	\$ 18.70
891501E210074	CUCUMBER, S/S 20#	CS	\$ 4.10	\$ 1.70	\$ 5.80
891501E210079	EGGPLANT, 10#	CS	\$ 5.80	\$ 1.70	\$ 7.50
891501E210326	ENDIVE, 20#	CS	\$ 16.75	\$ 1.70	\$ 18.45
891501E211204	FRUIT MIX CUP	CS	\$ 7.80	\$ 1.70	\$ 9.50
891501E210793	GARLIC FRESH	CS	\$ 8.80	\$ 1.70	\$ 10.50
891501E210329	GINGER ROOT 1#	CS	\$ 1.32	\$ 1.70	\$ 3.02
891501E211184	GOURDS ORNAMNTAL 20#	CS	\$ 17.00	\$ 1.70	\$ 18.70
891501E210331	GRAPEFRUIT, RED	CS	\$ 10.29	\$ 1.70	\$ 11.99
891501E210333	GRAPES, RED	CN	\$ 9.14	\$ 1.70	\$ 10.84
891501E210334	GRAPES, WHITE	CN	\$ 14.95	\$ 1.70	\$ 16.65
891501E210335	GREENS COLLARD 20#	CS	\$ 11.00	\$ 1.70	\$ 12.70
891501E210355	HONEYDEW MELON	CN	\$ 7.95	\$ 1.70	\$ 9.65
891501E210546	KALE FLOWERING 20#	BX	\$ 9.55	\$ 1.70	\$ 11.25
891501E210339	KIWI, 10#	CS	\$ 9.50	\$ 1.70	\$ 11.20
891501E210628	LEEKs	CS	\$ 15.75	\$ 1.70	\$ 17.45
891501E210105	LEMON, 115 CT 10#	CS	\$ 4.60	\$ 1.70	\$ 6.30
891501E210123	LETTUCE ICEBURG 35#	CS	\$ 12.50	\$ 1.70	\$ 14.20
891501E210126	LETTUCE RED LEAF	CS	\$ 13.55	\$ 1.70	\$ 15.25
891501E210132	LETTUCE ROMAINE	CS	\$ 10.05	\$ 1.70	\$ 11.75
891501E210129	LETTUCE ROMAINE CHPD 10#	BG	\$ 9.35	\$ 1.70	\$ 11.05
8915013227447	LETTUCE, GREEN LEAF	CN	\$ 6.15	\$ 1.70	\$ 7.85
891501E210346	LETTUCE, ICBG SHRED	BX	\$ 2.25	\$ 1.70	\$ 3.95
891501E210118	LETTUCE, NAKED	CS	\$ 12.55	\$ 1.70	\$ 14.25

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891501E210351	LIMES, 10#	CS	\$ 2.15	\$ 1.70	\$ 3.85
8915012653715	MANGOS	CN	\$ 7.75	\$ 1.70	\$ 9.45
891501E210445	MIX, SALAD 4/5#	BG	\$ 9.00	\$ 1.70	\$ 10.70
892501E210527	MIXED NUTS UNSHELLED	CS	\$ 98.00	\$ 1.70	\$ 99.70
891501E210928	MUSHROOM MEDIUM FRSH	CS	\$ 13.25	\$ 1.70	\$ 14.95
891501E210144	MUSHROOM, SLICED 10#	CS	\$ 13.00	\$ 1.70	\$ 14.70
891501E210148	NECTARINES	CS	\$ 13.95	\$ 1.70	\$ 15.65
891501E210363	ONION GREEN 24CT CS	CN	\$ 4.73	\$ 1.70	\$ 6.43
891501E210150	ONION, 10# DRY SWEET	CS	\$ 1.90	\$ 1.70	\$ 3.60
891501E210365	ONION, RED 25#	CS	\$ 7.00	\$ 1.70	\$ 8.70
891501E210362	ONION, YEL 50#	SK	\$ 9.60	\$ 1.70	\$ 11.30
891501E210369	ORANGES 88CT	CN	\$ 11.85	\$ 1.70	\$ 13.55
891501E210173	PAPAYAS	CS	\$ 7.40	\$ 1.70	\$ 9.10
891501E210535	PARSLEY ICELESS 4/1#	CS	\$ 10.32	\$ 1.70	\$ 12.02
891501E210380	PEA PODS SNOW 10#	CS	\$ 17.75	\$ 1.70	\$ 19.45
891501E210182	PEACHES FRESH FULL CASE	CN	\$ 13.95	\$ 1.70	\$ 15.65
891501E210641	PEARS, 10/4#	CS	\$ 17.65	\$ 1.70	\$ 19.35
891501E210195	PEPPER RED 5#	CN	\$ 4.75	\$ 1.70	\$ 6.45
891501E210198	PEPPER YELLOW 11#	CS	\$ 13.50	\$ 1.70	\$ 15.20
891501E210190	PEPPER, GREEN SLICES	CS	\$ 4.20	\$ 1.70	\$ 5.90
891501E210381	PEPPER, GREEN SWEET	CS	\$ 7.75	\$ 1.70	\$ 9.45
891501E210440	PEPPER, JALAPENO 5#	CS	\$ 1.75	\$ 1.70	\$ 3.45
891501E211383	PINEAPPLE CHUNKS 5#	CS	\$ 9.75	\$ 1.70	\$ 11.45
891501E210561	PINEAPPLE FRESH 40 LB	CS	\$ 11.40	\$ 1.70	\$ 13.10
891501E210209	PLUMS	CN	\$ 8.85	\$ 1.70	\$ 10.55
8915013226827	POTATO RED FRESH	SK	\$ 14.75	\$ 1.70	\$ 16.45
891501E210228	POTATO SWEET	CS	\$ 8.00	\$ 1.70	\$ 9.70
891501E210398	POTATO, 80 CT	CN	\$ 9.00	\$ 1.70	\$ 10.70
891501E210446	PUMPKINS MEDIUM 15# AVG	CS	\$ 2.98	\$ 1.70	\$ 4.68
891501E210238	RADISH, 5# TOPPED	CS	\$ 3.50	\$ 1.70	\$ 5.20
891501E210443	RASPBERRIES	CS	\$ 17.20	\$ 1.70	\$ 18.90
891501E210512	SALAD MIX 5#	BG	\$ 2.25	\$ 1.70	\$ 3.95
891501E213523	SPINACH SALAD MIX	CN	\$ 10.70	\$ 1.70	\$ 12.40
891501E210410	SQUASH, GREEN 20#	CS	\$ 7.75	\$ 1.70	\$ 9.45
891501E210409	SQUASH, YELLOW 20#	CS	\$ 6.85	\$ 1.70	\$ 8.55
891501E210262	STRAWBERRY, PINTS	CS	\$ 18.00	\$ 1.70	\$ 19.70
891501E210547	TANGERINES, FRESH, US#1, 1/25 LB CS	CS	\$ 14.75	\$ 1.70	\$ 16.45
895001E210598	THYME	BX	\$ 9.35	\$ 1.70	\$ 11.05
891501E210452	TOMATILLO 10#	CS	\$ 2.90	\$ 1.70	\$ 4.60
891501E210532	TOMATO 5X6 2 LAYER	CS	\$ 9.50	\$ 1.70	\$ 11.20
891501E210418	TOMATO, CHERRY	CS	\$ 8.50	\$ 1.70	\$ 10.20
891501E210451	TOMATO, SLICED 5#	CS	\$ 4.75	\$ 1.70	\$ 6.45
891501E210531	TOMATOES ON VINE	CS	\$ 9.50	\$ 1.70	\$ 11.20
891501E210421	TURNIPS LOOSE 25#	SK	\$ 12.75	\$ 1.70	\$ 14.45
891501E210448	VEG MIX STIR FRY	CS	\$ 7.65	\$ 1.70	\$ 9.35
891501E210423	WATERMELON 20# EACH	EA	\$ 3.08	\$ 1.70	\$ 4.78

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- Distribution prices are fixed for each Base Period and for each Option Period as follows:

Distribution Price	Group 1 (DoD)
Base Period	
Option 1	

### **SUPPLIES OF SERVICES AND PRICES**

**ITEMS:** Full-Line Fresh Fruit and Vegetables

**CUSTOMERS:** DoD customers in Oklahoma and the Texas Panhandle as listed in the customer list attached to solicitation SPM30011R0020.

**FOB TERMS:** FOB Destination for all items.

**CATALOG #:**

DoD Troop customers will order from SPM300-12-D-P142;

Tulsa Fruit Company (DBA Go Fresh) will invoice in accordance with the customer's orders.

**CATALOG PRICING:**

All catalog pricing is valid from Sunday through Saturday. Catalog updates must be received no later than 12:00 P.M. EST the preceding Wednesday.

All pricing will be firm at time of order.

Tulsa Fruit Company (DBA Go Fresh) will not invoke any additional charges for emergency orders (defined as an order that is placed for same day delivery).

**DELIVERIES AND PERFORMANCE**

The following is the designated plant location for the performance of this contract for all contract line items:

Tulsa Fruit Company (DBA Go Fresh)  
1691 N. 161<sup>st</sup> E. Ave  
Tulsa, Oklahoma 74116

**PACKAGING AND MARKING**

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the national Motor Freight Classification and Uniform Freight classification.

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### INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. Each ordering facility will be responsible for accepting and rejecting products as required. All food items must be inspected for count, condition and identity and approved by the ordering activities' authorized personnel receiving the delivery before final acceptance is made.

### INVOICING

For Troop customers, all invoicing for payment is to be filed electronically using EDI transaction set 810. No paper invoices shall be submitted to DFAS for payment. All invoices submitted by prime vendor must be "clean", i.e. all debits and/or credits must be reflected on the invoice prior to its submission.

**Invoice transactions may be submitted to DLA Troop Support daily; however it cannot be stressed enough that all internal debit/credit transactions must be completed prior to the submission of the invoice.** Invoice lines that do not contain the correct invoice data and/or contain incorrect quantities delivered or prices charged will be rejected. The vendor will be responsible for correction and re-submission.

The same invoice cannot be submitted with different dollar amounts.

The following address must appear in the "bill to" or "payment will be made by" block of the contractor's invoice:

DFAS-BVDP  
P.O. Box 369031  
Columbus, OH 43236-9031  
Code: SL4701

Each invoice shall contain sufficient data for billing purposes. This includes, but is not limited to:

1. Contract number, call or delivery order number, and purchase order number;
2. Customer DoDAAC;
3. Contract line listed in numeric sequence (also referred to as clin order);
4. Item nomenclature;
5. LSN or NSN;
6. Quantity purchased per item in DLA's unit of issue;
7. Clearly identified and annotated changes on all copies (clean invoices must be submitted);  
and
8. Total dollar value on each invoice [reflecting changes to the shipment, if applicable].

### **The following Clauses and Provisions are included in this contract:**

**Remove Far Clause 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (Feb 2012)**

**Replace with Far Clause 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (April 2012)**

## SPM300-12-D-P142 Oklahoma/Texas Panhandle Troops

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

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

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

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

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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

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

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (section 740 of Division C of Public Law 111-117, section 743 of Division D of Public Law 111-8, and section 745 of Division D of Public Law 110-161).

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

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

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(11) [Reserved]

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

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

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

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

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

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

(15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

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

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

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

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

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

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

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

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

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

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

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

(23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

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

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

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

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

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

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

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

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

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

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

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

\_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

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

\_\_\_ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

\_\_\_ (ii) Alternate I (Dec 2007) of 52.223-16.

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

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

\_\_\_ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Mar 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L.

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103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138 and Pub. L. 112-41).

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

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

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

\_\_\_ (41) 52.225-5, Trade Agreements (Mar 2012) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

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

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

\_\_\_ (45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

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

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

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

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

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

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

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

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

[Contracting Officer check as appropriate.]

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

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

\_\_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, et seq.).

\_\_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

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

\_\_\_ (6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, et seq.).

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

\_\_\_ (8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

(d) Comptroller General Examination of Record The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c) and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a

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subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

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

(iii) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

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Alternate I (Feb 2000). As prescribed in 12.301(b)(4)(i), delete paragraph (d) from the basic clause, redesignate paragraph (e) as paragraph (d), and revise the reference to “paragraphs (a), (b), (c), or (d) of this clause” in the redesignated paragraph (d) to read “paragraphs (a), (b), and (c) of this clause”.

Alternate II (Dec 2010). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (d)(1) and (e)(1) for paragraphs (d)(1) and (e)(1) of the basic clause as follows:

(d)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor’s or any subcontractors’ records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), and (c), of this clause, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (d) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (d)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (e)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

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

(D) 52.222–26, Equal Opportunity (Mar 2007) (E.O. 11246).

(E) 52.222–35, Equal Opportunity for Veterans (Sept 2010) (38 U.S.C. 4212).

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

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

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

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

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

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

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

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

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

[Class Deviation- 2009-O0005, Commercial Item Omnibus Clauses for Acquisitions Using the Standard Procurement System. This clause deviation is effective on May 1, 2009, and remains in effect until April 30, 2014, or until otherwise rescinded.

### **FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (Mar 2012) (DEVIATION)**

(a) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (a) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the

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Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(b)

(1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

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

(iv) [Reserved]

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

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

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

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

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

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

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

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

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

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

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

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

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

(End of Clause)

Alternate I (Feb 2000) (Deviation). As prescribed in 12.301(b)(4), delete paragraph (a) from the basic clause, redesignate paragraph (b)(1) as paragraph (a), and redesignate paragraphs (b)(1)(i) through (b)(1)(xiv) as paragraphs (a)(1) through (a)(14) and redesignate paragraph (b)(2) as paragraph (b).

Alternate II (Dec 2010) (Deviation). As prescribed in 12.301(b)(4)(ii), substitute the following paragraphs (a)(1) and (b)(1) for paragraphs (a)(1) and (b)(1) of the basic clause as follows:

(a)

(1) The Comptroller General of the United States, an appropriate Inspector General appointed under section 3 or 8G of the Inspector General Act of 1978 (5 U.S.C. App.), or an authorized representative of either of the foregoing officials shall have access to and right to—

(i) Examine any of the Contractor's or any subcontractors' records that pertain to, and involve transactions relating to, this contract; and

(ii) Interview any officer or employee regarding such transactions.

(b)

(1) Notwithstanding the requirement of any other clause in this contract, the Contractor is not required to flow down any FAR clause in a subcontract for commercial items, other than—

(i) Paragraph (a) of this clause. This paragraph flows down to all subcontracts, except the authority of the Inspector General under paragraph (a)(1)(ii) does not flow down; and

(ii) Those clauses listed in this paragraph (b)(1). Unless otherwise indicated below, the extent of the flow down shall be as required by the clause—

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

(B) 52.203-15, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553 of Pub. L. 111-5).

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

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

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

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

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

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

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

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

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

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

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

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

**Remove DFARS Clause 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items. (Oct 2011) from page 37 of the solicitation and replace with the following:**

**Replace with DFARS Clause 252.212-7001 Contract Terms and Conditions Required to Implement Statutes or Executive Orders Applicable to Defense Acquisitions of Commercial Items. (Mar 2012)**

CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES  
OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (MAR 2012)

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

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

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

(1)  252.203-7000, Requirements Relating to Compensation of Former DoD

Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2)  252.203-7003, Agency Office of the Inspector General (SEP 2010)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3)  252.205-7000, Provision of Information to Cooperative Agreement

Holders (DEC 1991) (10 U.S.C. 2416).

(4)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts)

(SEP 2011) (15 U.S.C. 637).

(5)  252.219-7004, Small Business Subcontracting Plan (Test Program)

(JAN 2011) (15 U.S.C. 637 note).

(6)(i)  252.225-7001, Buy American Act and Balance of Payments Program

(OCT 2011) (41 U.S.C. chapter 83, E.O. 10582).

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

(7)  252.225-7008,

Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).

(8)  252.225-7009,

Restriction on Acquisition of Certain Articles Containing Specialty Metals (JAN 2011) (10 U.S.C. 2533b).

(9)  252.225-7012,

Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).

(10)  252.225-7015, Restriction on Acquisition of Hand or Measuring Tools

(JUN 2005) (10 U.S.C. 2533a).

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

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(12) \_\_\_\_ 252.225-7017, Photovoltaic Devices (MAR 2012) (Section 846 of Pub. L. 111-383).

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

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

(iii) \_\_\_\_ Alternate II (OCT 2011) of 252.225-7021.

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

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

(16)(i) \_\_\_\_ 252.225-7036, Buy American Act—Free Trade Agreements—Balance of Payments Program (OCT 2011) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).

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

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

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

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

(18) \_\_\_\_ 252.225-7039, Contractors Performing Private Security Functions

(AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(19) \_\_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned

Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)

(Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(20) \_\_\_\_ 252.227-7013, Rights in Technical Data—Noncommercial Items (FEB

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2012), if applicable (see 227.7103-6(a)).

(21) \_\_\_\_ 252.227-7015, Technical Data—Commercial Items (DEC 2011)

(10 U.S.C. 2320).

(22) \_\_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data

(SEP 2011), if applicable (see 227.7102-4(c).

(23) \_\_\_\_ 252.232-7003, Electronic Submission of Payment Requests and

Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(24) \_\_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor

Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) \_\_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with

Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(26) \_\_\_\_ 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10

U.S.C. 2410).

(27) \_\_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment

For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) \_\_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge

Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(29)(i) \_\_\_\_ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10

U.S.C. 2631).

(ii) \_\_\_\_ Alternate I (MAR 2000) of 252.247-7023.

(iii) \_\_\_\_ Alternate II (MAR 2000) of 252.247-7023.

(iv) \_\_\_\_ Alternate III (MAY 2002) of 252.247-7023.

(30) \_\_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR

2000) (10 U.S.C. 2631).

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(31) \_\_\_\_ 252.247-7027, Riding Gang Member Requirements (OCT 2011)

(Section 3504 of Pub. L. 110-417).

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

(1) 252.225-7039, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

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

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

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

(5) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor

Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

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

(7) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment

to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

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

2631).

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