

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

1. REQUISITION NUMBER: 1000008254 PAGE 1 OF 15
 2. CONTRACT NO. SPE300-14-D-8607
 3. AWARD/EFFECTIVE DATE: 2014 FEB 27
 4. ORDER NUMBER
 5. SOLICITATION NUMBER: SPM300-13-R-0046
 6. SOLICITATION ISSUE DATE: 2013 FEB 15

7. FOR SOLICITATION INFORMATION CALL: 
 a. NAME
 b. TELEPHONE NUMBER (No collect calls)
 8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY: DLA TROOP SUPPORT, DIRECTORATE OF SUBSISTENCE, 700 ROBBINS AVENUE, PHILADELPHIA PA 19111-5096, USA. Local Admin: Deborah Orr PSPTPD7 Tel: 215-737-2423 Fax: 215-737-7474 Email: deborah.vaughan@dlas.mil
 CODE: SPE300
 10. THIS ACQUISITION IS: UNRESTRICTED OR SET ASIDE: _____ % FOR:
 SMALL BUSINESS WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM
 HUBZONE SMALL BUSINESS EDWOSB NAICS:
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS 8 (A) SIZE STANDARD:

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED: SEE SCHEDULE
 12. DISCOUNT TERMS: Net 10 days
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)
 13b. RATING
 14. METHOD OF SOLICITATION: RFQ IFB RFP

15. DELIVER TO: SEE SCHEDULE
 CODE
 16. ADMINISTERED BY: SEE BLOCK 9 CrKeyBy: PAS:None
 CODE: SPE300

17a. CONTRACTOR/OFFEROR: BROTHERS PRODUCE, INCORPORATED DBA, 3173 PRODUCE ROW, HOUSTON TX 77023-5813, USA. TELEPHONE NO. 7139244196
 CODE: 3T2B0 FACILITY CODE
 18a. PAYMENT WILL BE MADE BY: DEF FIN AND ACCOUNTING SVC, BSM, P O BOX 369031, COLUMBUS OH 43236-9031, USA. CODE: SL4701

17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER
 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. SEE ADDENDUM

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Schedule				

25. ACCOUNTING AND APPROPRIATION DATA
 26. TOTAL AWARD AMOUNT (For Govt. Use Only): \$8,976,325.86

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ARE ARE NOT ATTACHED.
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ARE ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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
 29. AWARD OF CONTRACT: REF. _____ OFFER DATED 0000-00-00 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:

30a. SIGNATURE OF OFFEROR/CONTRACTOR: James Bos
 30b. NAME AND TITLE OF SIGNER (Type or Print): JAMES BOS VP
 30c. DATE SIGNED: 2/27/14
 31a. UNITED STATES OF AMERICA SIGNATURE OF CONTRACTING OFFICER: Warren R. Brown
 31b. NAME OF CONTRACTING OFFICER (Type or Print): WARREN R. BROWN
 31c. DATE SIGNED: 2/27/2014

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	

33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)
		42c. DATE REC'D (<i>YY/MM/DD</i>)

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Form**Award Document**
SOLICITATION/CONTRACT FORM

The terms and conditions set forth in solicitation SPM300-13-R-0046 are incorporated into subject contracts SPE300-14-D-S607 (Schools) and SPE300-14-D-R854 (Tribes).

The following documents are incorporated into the subject contract. Solicitation SPM300-13-R-0046, dated 16 January 2013, and all amendments issued there under as follows:

Amendment 0001, issued 13, February 2013
Amendment 0002, issued 24 April 2013

PERFORMANCE PERIOD:**Effective Period of the Contract:**

Base Period – February 27, 2014 through August 26,, 2015
Option Period 1 – August 27, 2015 through February 26, 2017
Option Period 2 – February 27, 2017 through August 26, 2018

Order Placement beginning March 17, 2014
Delivery Beginning March 19, 2014

ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

The following chart includes the 18 month estimated dollar value and the 4.5 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.

Group 2 (Schools)	\$3,585,000	\$10,755,000	\$358,500	\$21,510,000
Group 2 (Tribes)	\$6,000	\$18,000	\$600	\$36,000

The term "18 Month Estimate" refers to the Government's good faith estimate of the requirement for the base period.

The minimum contract dollar value is \$359,100.00.
The maximum contract dollar value is \$21,546,000.00.

START-UP PERIOD

Start-up beginning with: March 17, 2014

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Customer Order Placement beginning March 17, 2014
Delivery Beginning March 23, 2014

ORDERING CATALOGS

The following are part of Brothers Produce's offer and are hereby incorporated as part of subject contract:

Offered delivered price to be utilized for first week of ordering. The Final Pricing Proposal spreadsheet submitted on October 8, 2013 is attached.

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

	Base Period	Option Period
Distribution Price (18 month base)		
Distribution Price (Option 1)		
Distribution Price (Option 2)		

SUPPLIES OF SERVICES AND PRICES

ITEMS: Full-Line Fresh Fruit and Vegetables

CUSTOMERS: Group 2 Non-DoD USDA School/Tribe customers Dallas Fort Worth Zone, attached to this document.

FOB TERMS: FOB Destination for all items.

CATALOG Non-DoD School customers will order under SPE300-14-D-S607 and Tribe customers will order under SPE300-14-D-R854. Brothers Produce will invoice in accordance with the customer's orders.

As of 10/01/2014:

SPE300-14-D- S607 is hereby changed to SPE300-15-D S607.
SPE300-14-D-R854 is hereby changed to SPE300-15-D-R854

All orders placed on or before 30 September 2014 are to be invoiced under SPE300-14-D- S607/SPE300-14-D-R854 regardless of delivery date.

As of 10/01/2015:

SPE300-15-D- S607 is hereby changed to SPE300-16-D- S607.
SPE300-15-D-R854 is hereby changed to SPE300-16-D-R854.

All orders placed on or before 30 September 2015 are to be invoiced under SPE300-15-D- S607/SPE300-15-D-R854 regardless of delivery date.

As of 10/01/2016:

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SPE300-16-D- S607 is hereby changed to SPE300-17-D- S607.
SPE300-16-D-R854 is hereby changed to SPE300-17-D-R854.

All orders placed on or before 30 September 2016 are to be invoiced under SPE300-16-D- S607/SPE300-16-D-R854 regardless of delivery date.

As of 10/01/2017:

SPE300-17-D- S607 is hereby changed to SPE300-18-D-S607.
SPE300-17-D-R854 is hereby changed to SPE300-18-D-R854.

All orders placed on or before 30 September 2017 are to be invoiced under SPE300-17-D-S607/SPE300-17-D-R854 regardless of delivery date.

CATALOG PRICING

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

The USDA Schools/Tribes are required to place orders no later than 72 hours before delivery date.

All pricing will be firm at time of order.

Brothers Produce 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 are the designated plant locations for the performance of this contract for all contract line items:

Place of Performance
<p>Brothers Produce, Inc. 3173 Produce Row Houston, TX 77023</p>

CLAUSES

ADDENDUM TO 52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL ITEMS (July 2013) – FAR

Note: 52.212-4, Contract Terms and Conditions—Commercial Items (July 2013) is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far/index.html>

The following paragraph(s) of 52.212-4 are amended as indicated below:

1. Paragraph (a), Inspection/Acceptance, is revised to add the following:

"Inspection and acceptance of products will be performed at destination. The authorized Government receiving official for each customer is responsible for signing for and accepting products when they are delivered. The final disposition decision rests with the food service officer and/or the authorized Government receiving official.

2. Paragraph (c), Changes, is deleted in its entirety and replaced with the following:

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(c) Changes.

(1) In addition to bilateral changes, the Contracting Officer, at his/her discretion, may unilaterally invoke any of the contingency options set forth in this contract.

(2) The Contracting Officer may at any time, by unilateral written order, make changes within the general scope of this contract in any one or more of the following:

(i) Method of shipment or packing;

(ii) Place, manner, or time of delivery.

(3) If such change causes an increase or decrease in the cost of, or time required for, performance for any part of the work under this contract, the Contracting Officer shall make equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract.

(4) The Contractor must assert its right to an adjustment under this clause within thirty (30) days from the date of receipt of the written order. However, if the Contracting Officer decides that the facts justify it, the Contracting Officer may receive and act upon a proposal submitted before final payment of the contract.

(5) Failure to agree to any adjustment shall be a dispute under the Disputes Clause. However, nothing in this clause shall excuse the Contractor from proceeding with the contract.

3. Paragraph (m), Termination for Cause.

Delete paragraph (m) in its entirety and substitute the following:

(m) Termination for Cause. The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government upon request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If this contract is terminated in whole or in part for cause, and the supplies or services covered by the contract so terminated are repurchased by the Government, the Government will incur administrative costs in such repurchases. The Contractor and the Government expressly agree that, in addition to any excess costs of repurchase, or any other damages resulting from such default, the Contractor shall pay, and the Government shall accept, the sum of \$1350.00 as payment in full for the administrative costs of such repurchase. This assessment of damages for administrative costs shall apply for any termination for cause following which the Government repurchases the terminated supplies or services together with any incidental or consequential damages incurred because of the termination. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

4. Paragraph (r) Compliance with laws unique to Government contracts. Is revised to include the following:

(r) The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. 3701, et seq., Contract Work Hours and Safety Standards Act; 41 U.S.C. 51-58, Anti-Kickback Act of 1986; 41 U.S.C. 265 and 10 U.S.C. 2409 relating to whistleblower protections; Section 1553 of the American Recovery and Reinvestment Act of 2009 relating to whistleblower protections for contracts funded under that Act; 49 U.S.C. 40118, Fly American; and 41 U.S.C. 423 relating to procurement integrity.

5. Paragraph (t), Central Contractor Registration (CCR).

CCR has been replaced by System for Award Management (SAM).

The following additional clauses are incorporated by REFERENCE:

CLAUSE NUMBER	TITLE	DATE
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FAR 52.203-3	Gratuities	APR 1984
DFARS 252.203-7000	Requirements Relating to Compensation of former DoD Officials	SEPT 2011
DFARS 252.203-7003	Agency Office of the Inspector General	DEC 2012
DFARS 252.225-7001	Buy American and Balance of Payments Program	DEC 2012
DFARS 252.225-7012	Preference for Certain Domestic Commodities	FEB 2013
DFARS 252.226-7001	Utilization of Indian Organizations, Indian Owned Economic Enterprises and Native Hawaiian Small Business Concerns	SEPT 2004
DFARS 252.243-7002	Request for Equitable Adjustment	DEC 2012
DFARS 252.243-7023	Transportation of Supplies by Sea	JUNE 2013
DFARS 252.225-7031	Secondary Arab Boycott	JUN 2005

The following Clauses are included in this contract:

Remove Far Clause 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items. (JAN 2013) from page 45 of the solicitation and replace with the following:

Replace with Far Clause 52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders -- Commercial Items (SEPT 2013)

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

- (1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).
- ___ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).
- (2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).
- (3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

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

[Contracting Officer check as appropriate.]

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

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

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

 X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (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).

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(6) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

(7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Jul 2013) (41 U.S.C. 2313).

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

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

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

(11) [Reserved]

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

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

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

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

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

(14) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (15 U.S.C. 637(d)(2) and (3)).

(15) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (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 (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

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

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

X (23) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (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 (Jul 2013) (15 U.S.C. 637(m)).

X (26) 52.222-3, Convict Labor (June 2003) (E.O. 11765).

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

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

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

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

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

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

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

X (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

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

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

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

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

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

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

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

___ (40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (Nov 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

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

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

(iv) Alternate III (Nov 2012) of 52.225-3.

(41) 52.225-5, Trade Agreements (Nov 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) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).

(44) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

(45) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(46) 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)).

(47) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

(48) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

(49) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

(50) 52.232-36, Payment by Third Party (Jul 2013) (31 U.S.C. 3332).

(51) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

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

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

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

[Contracting Officer check as appropriate.]

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

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

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

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

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

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 (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) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495).

 X (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

 (9) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Jul 2013) (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) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(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.*)

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(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 (Jul 2012).

(xiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xiv) 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.

(xv) 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. 2831). 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). 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 (Jul 2013). 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—

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-14-D-S607	PAGE 15 OF 15 PAGES
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FAR 52.242-13	Bankruptcy	JULY 1995
FAR 52.242-15	Stop-Work Order	AUG 1989
DLAD 52.247-9012	Requirements for Treatment of Wood Packaging Material (WPM)	FEB 2007
FAR 52.251-1	Government Supply Sources	APR 2012
DFARS 252.204-7003	Control of Government Personnel Work Product	APR 1992
DFARS 252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	DEC 2012
DFARS 252.225-7002	Qualifying Countries as Subcontractors	JUN 2012
DFARS 252.232-7010	Levies on Contract Payments	DEC 2006
DLAD 52.211-9010	SHIPPING LABEL REQUIREMENTS – MILITARY STANDARD (MIL-STD)	MAR 2011

Remove DFARS Clause 252.212-7000 Offeror Representations and Certifications (June 2005) from the solicitation.

Remove DFARS Clause 252.212-7001 Contract Terms and Conditions required to Implement Statutes of Executive Orders Applicable to Defense Acquisitions of Commercial Items (June 2012) from solicitation.

ATTACHMENTS

ATTACHMENTS Delivery Schedule AND Schedule of Items, first week's pricing for Group 2, USDF School and Tribe Catalogs..

Part 12 Clauses

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR

52.247-9034 POINT OF CONTACT FOR TRANSPORTATION INSTRUCTIONS (JUN 2013) DLAD

Attachments

List of Attachments

Description	File Name
ATTACH.Delivery Schedule	Attachment 2 Delivery Schedule SPM300-13-R-0