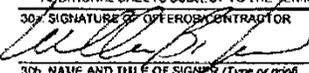
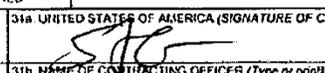


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER	PAGE 1 OF 41	
2. CONTRACT NO. SPM30013DW976	3. AWARD EFFECTIVE DATE 3/2/13	4. ORDER NUMBER	5. SOLICITATION NUMBER SPM300-13-R-0029	6. SOLICITATION ISSUE DATE 12/19/2012		
7. FOR SOLICITATION INFORMATION CALL: a. NAME HOANG H. HO		b. TELEPHONE NUMBER (Do not collect calls) 215-737-0750	8. OFFER DUE DATE/ LOCAL TIME 01/18/2013 3:00 PM EST			
9. ISSUED BY DLA Troop Support Directorate of Subsistence 700 Robbins Avenue Philadelphia, PA 19111-5098		CODE SP0300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE:		9. FOR:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS	13a. THIS CONTRACT IS A RAIFD ORDER UNDER DPAS (15 CFR 700) <input checked="" type="checkbox"/>		13b. RATING DOC9	
15. DELIVER TO SEE ATTACHED DELIVERY SCHEDULE ON PAGES 12-21		CODE	18. ADMINISTERED BY See Block 9		CODE	
17a. CONTRACTOR/ OFFEROR HOLSUM BAKERY INC. 2322 W LINCOLN STREET PHOENIX, AZ 85009		CODE 8U038	18a. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER ATTN: DFAS-BVDP (SL4701) P.O. BOX 369031 COLUMBUS, OH 43236-9031		CODE SL4701	
17b. CHECK IF RENITTANCE 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				
16. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES		21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	BREAD AND BAKERY ITEMS FOR CUSTOMERS IN ARIZONA AREA  SEE ATTACHED SCHEDULE OF ITEMS ON PAGES 3-11  PERIOD OF PERFORMANCE: MARCH 03, 2013 THROUGH FEBRUARY 27, 2016  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>					
25. ACCOUNTING AND APPROPRIATION DATA 25% MINIMUM \$193,644.43 200% MAXIMUM \$1,548,355.46			26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$774,177.73			
27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4 FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED			
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			29. AWARD OF CONTRACT. REF. SPM30013R0029 OFFER DATED 01/18/2013. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or print) William B. Lucas - VP-Sales		30c. DATE SIGNED 3/2/2013	31b. NAME OF CONTRACTING OFFICER (Type or print) STEPHEN GREEN		31c. DATE SIGNED 3/2/13	

AUTHORIZED FOR LOCAL REPRODUCTION  
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 9/2011)  
Prescribed by GSA - FAR (48 CFR) 53.212

**TIER 1**  
**YEARS 1 AND 2**  
**MARCH 03, 2013**  
**THROUGH**  
**FEBRUARY 28, 2015**

Item #	<b>GROUP I Bread &amp; Bakery Products – Troop Issue: Customers in the Arizona Area - Tier 1 (Year 1 &amp; 2)</b>	<b><u>QUANTITY (LBS)</u></b>	<b><u>UNIT PRICE</u></b>	<b><u>TOTAL</u></b>
1	<b>BREAD, RAISIN, FRESH, SLICED, PAN BAKED</b> SIZE 24 OZ PKG PRICE \$3.25 PRODUCT CODE 44001766 AHATT CINN RAISIN BRFAST BREAD	<u>4,050</u>	<u>\$2.17</u>	<u>\$8,788.50</u>
2	<b>BREAD, RYE, FRESH, SLICED. PAN BAKED, ROUND TOP</b> SIZE 32 OZ PKG PRICE \$2.20 PRODUCT CODE 49040246 AHATT REST RYE 7/16" 32 OZ	<u>2,140</u>	<u>\$1.10</u>	<u>\$2,354.00</u>
3	<b>BREAD, FRENCH, FRESH. SLICED, HEARTH BAKED</b> SIZE 16 OZ PKG PRICE \$1.88 PRODUCT CODE 49003556 LAFRANCAIS GRENCH STICK	<u>28</u>	<u>\$1.88</u>	<u>\$52.64</u>
4	<b>BREAD, WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP, ENRICHED</b> SIZE 24 OZ PKG PRICE \$1.64 PRODUCT CODE 49002586 AHATT REST 100% WW BREAD	<u>16,466</u>	<u>\$1.09</u>	<u>\$17,947.94</u>
5	<b>BREAD, WHEAT, FRESH, PAN BAKED, SANDWICH, ENRICHED</b> SIZE 20 OZ PKG PRICE \$1.05 PRODUCT CODE 66410200 TOWNTALK WHEAT SANDWICH BREAD	<u>63,636</u>	<u>\$0.84</u>	<u>\$53,454.24</u>
6	<b>BREAD, PART WHOLE WHEAT, FRESH, PAN BAKED</b> SIZE 32 OZ PKG PRICE \$1.62 PRODUCT CODE 44040166 AHATT REST WHEAT 32 OZ	<u>71,852</u>	<u>\$0.81</u>	<u>\$58,200.12</u>
7	<b>BREAD, WHITE, FRESH, PAN BAKED, ROUND TOP, ENRICHED</b> SIZE 20 OZ PKG PRICE \$1.26 PRODUCT CODE 10015256 FLOWERS SPLIT TOP WHITE	<u>43,772</u>	<u>\$0.84</u>	<u>\$36,768.48</u>

8	<b>BREAD, WHITE, FRESH, PAN BAKED, SANDWICH, ENRICHED</b> SIZE 20 OZ PKG PRICE \$1.05 PRODUCT CODE 66410140 TOWNTALK WHITE SANDWICH	<u>12,096</u>	<u>\$0.84</u>	<u>\$10,160.64</u>
9	<b>BREAD, WHITE, FRESH, SLICED THICK, PAN BAKED (FOR TEXAS TOAST)</b> SIZE 20 OZ PKG PRICE \$1.36 PRODUCT CODE 10040090 FLOWERS 3.4" TEXAS TOAST	<u>20,484</u>	<u>\$1.09</u>	<u>\$22,327.56</u>
10	<b>BREAD, SOURDOUGH, FRESH. SLICED</b> SIZE 32 OZ PKG PRICE \$2.20 PRODUCT CODE 49002026 AHATT REST SODO BREAD	<u>228</u>	<u>\$1.10</u>	<u>\$250.80</u>
11	<b>BREAD, BUTTERMILK, FRESH, PAN BAKED, ROUND TOP, ENRICHED</b> SIZE 20 OZ PKG PRICE \$1.25 PRODUCT CODE 10215200 NAT OWN BUTTER BREAD 20 OZ	<u>66</u>	<u>\$1.00</u>	<u>\$66.00</u>
12	<b>BREAD, MULTI-GRAIN, FRESH, SLICED</b> SIZE 24 OZ PKG PRICE \$2.09 PRODUCT CODE 10219676 NAT OWN 12-GRAIN OVL BREAD	<u>1,110</u>	<u>\$1.39</u>	<u>\$1,542.90</u>
13	<b>ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, ENRICHED</b> COUNT PER PKG 12 SIZE 18 OZ PKG PRICE \$1.26 PRODUCT CODE 10027324 FLOWERS 6" IND HOTS	<u>16,434</u>	<u>\$1.12</u>	<u>\$18,406.08</u>
14	<b>ROLLS, HAMBURGER, FRESH, SLICED, WHITE, PAN BAKED</b> COUNT PER PKG 12 SIZE 22 OZ PKG PRICE \$1.33 PRODUCT CODE 10002606 FLOWERS 4" HAMS 12PK	<u>62,816</u>	<u>\$0.97</u>	<u>\$60,931.52</u>

15	<b>ROLLS, HAMBURGER, FRESH, SLICED, WHOLE WHEAT, PAN BAKED</b> COUNT PER PKG 12 SIZE 24 OZ PKG PRICE \$1.52 PRODUCT CODE 10023720 FLOWERS 4" 100% WW HAMS	<u>36,106</u>	<u>\$1.01</u>	<u>\$36,467.06</u>
16	<b>ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, HEARTH BAKED</b> COUNT PER PKG 6 SIZE 15 OZ PKG PRICE \$1.62 PRODUCT CODE 44002306 AUNT HATTIES SOFT FRENCH ROLLS	<u>29,296</u>	<u>\$1.73</u>	<u>\$50,682.08</u>
17	<b>ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHOLE WHEAT, HEARTH BAKED</b> COUNT PER PKG 12 SIZE 33 OZ PKG PRICE \$1.75 PRODUCT CODE 10002396 FLOWERS 100% WW SUB ROLLS	<u>3,226</u>	<u>\$0.85</u>	<u>\$2,742.10</u>
18	<b>ROLLS, KAISER, FRESH, SLICED, PAN BAKED</b> COUNT PER PKG 12 SIZE 28 OZ PKG PRICE \$2.67 PRODUCT CODE 49001956 AHATT REST 4.5" PL HAMS	<u>2,068</u>	<u>\$1.53</u>	<u>\$3,164.04</u>
19	<b>ROLLS, POTATO, FRESH</b> COUNT PER PKG 8 SIZE 16 OZ PKG PRICE \$2.27 PRODUCT CODE 44025166 AHATT POTATO HAMS 8 PK	<u>2,570</u>	<u>\$2.27</u>	<u>\$5,833.90</u>
20	<b>ROLLS, CROISSANT, FRESH</b> COUNT PER PKG 4 SIZE 16 OZ PKG PRICE \$4.81 PRODUCT CODE 10043616 FLOWERS 4" CROISSANT 4 PK	<u>1,696</u>	<u>\$4.81</u>	<u>\$8,157.76</u>

21	<b>ROLLS, DINNER, FRESH, WHITE, PAN BAKED, ENRICHED</b> COUNT PER PKG 24 SIZE 28 OZ PKG PRICE \$2.13 PRODUCT CODE 10035376 FLOWERS WHITE DINNER ROLLS	<u>21,280</u>	<u>\$1.22</u>	<u>\$25,961.60</u>
22	<b>ROLLS, DINNER, FRESH, WHEAT, PAN BAKED, ENRICHED</b> COUNT PER PKG 24 SIZE 28 OZ PKG PRICE \$2.19 PRODUCT CODE 10022940 FLOWERS 100% WW DINNER ROLLS	<u>23,394</u>	<u>\$1.25</u>	<u>\$29,242.50</u>
23	<b>MUFFINS, ENGLISH, FRESH, ENRICHED</b> COUNT PER PKG 10 SIZE 20 OZ PKG PRICE \$2.14 PRODUCT CODE 10020686 FLOWERS PLAIN ENG MUFFIN 10 PK	<u>13,544</u>	<u>\$1.71</u>	<u>\$23,160.24</u>
24	<b>BAGELS, PLAIN, FRESH</b> COUNT PER PKG 6 SIZE 24 OZ PKG PRICE \$2.36 PRODUCT CODE 10021286 FLOWERS PL BAGEL 6 CT	<u>10,098</u>	<u>\$1.57</u>	<u>\$15,853.86</u>
25	<b>BAGELS, CINNAMON RAISIN, FRESH</b> COUNT PER PKG 6 SIZE 24 OZ PKG PRICE \$2.36 PRODUCT CODE 10021296 FLOWERS CINN RAISIN BAGEL	<u>8,856</u>	<u>\$1.57</u>	<u>\$13,903.92</u>

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**\$506,420.48**

**TIER 2  
YEAR 3**

**MARCH 01, 2015  
THROUGH  
FEBRUARY 27, 2016**

<b>GROUP I Bread &amp; Bakery Products – Troop Issue: Customers in the Arizona Area - Tier 2 (Year 3)</b>		<b><u>QUANTITY</u></b> <b><u>(LBS)</u></b>	<b><u>UNIT</u></b> <b><u>PRICE</u></b>	<b><u>TOTAL</u></b>
Item #				
1	<b>BREAD, RAISIN, FRESH, SLICED, PAN BAKED</b> SIZE 24 OZ PKG PRICE \$3.35 PRODUCT CODE 44001766 AHATT CINN RAISIN BRFAST BREAD	<u>2,025</u>	<u>\$2.23</u>	<u>\$4,515.75</u>
2	<b>BREAD, RYE, FRESH, SLICED. PAN BAKED, ROUND TOP</b> SIZE 32 OZ PKG PRICE \$2.30 PRODUCT CODE 49040246 AHATT REST RYE 7/16" 32 OZ	<u>1,070</u>	<u>\$1.15</u>	<u>\$1,230.50</u>
3	<b>BREAD, FRENCH, FRESH. SLICED, HEARTH BAKED</b> SIZE 16 OZ PKG PRICE \$1.94 PRODUCT CODE 49003556 LAFRANCAIS GRENCH STICK	<u>14</u>	<u>\$1.94</u>	<u>\$27.16</u>
4	<b>BREAD, WHOLE WHEAT, FRESH, PAN BAKED, ROUND TOP, ENRICHED</b> SIZE 24 OZ PKG PRICE \$1.69 PRODUCT CODE 49002586 AHATT REST 100% WW BREAD	<u>8,233</u>	<u>\$1.13</u>	<u>\$9,303.29</u>
5	<b>BREAD, WHEAT, FRESH, PAN BAKED, SANDWICH, ENRICHED</b> SIZE 20 OZ PKG PRICE \$1.13 PRODUCT CODE 66410200 TOWNTALK WHEAT SANDWICH BREAD	<u>31,818</u>	<u>\$0.90</u>	<u>\$28,636.20</u>
6	<b>BREAD, PART WHOLE WHEAT, FRESH, PAN BAKED</b> SIZE 32 OZ PKG PRICE \$1.71 PRODUCT CODE 44040166 AHATT REST WHEAT 32 OZ	<u>35,926</u>	<u>\$0.86</u>	<u>\$30,896.36</u>
7	<b>BREAD, WHITE, FRESH, PAN BAKED, ROUND TOP, ENRICHED</b> SIZE 20 OZ PKG PRICE \$1.36 PRODUCT CODE 10015256 FLOWERS SPLIT TOP WHITE	<u>21,886</u>	<u>\$0.91</u>	<u>\$19,916.26</u>

8	<b>BREAD, WHITE, FRESH, PAN BAKED, SANDWICH, ENRICHED</b> SIZE 20 OZ PKG PRICE \$1.13 PRODUCT CODE 66410140 TOWNTALK WHITE SANDWICH	<u>6,048</u>	<u>\$0.90</u>	<u>\$5,443.20</u>
9	<b>BREAD, WHITE, FRESH, SLICED THICK, PAN BAKED (FOR TEXAS TOAST)</b> SIZE 20 OZ PKG PRICE \$1.40 PRODUCT CODE 10040090 FLOWERS 3.4" TEXAS TOAST	<u>10,242</u>	<u>\$1.12</u>	<u>\$11,471.04</u>
10	<b>BREAD, SOURDOUGH, FRESH. SLICED</b> SIZE 32 OZ PKG PRICE \$2.27 PRODUCT CODE 49002026 AHATT REST SODO BREAD	<u>114</u>	<u>\$1.14</u>	<u>\$129.96</u>
11	<b>BREAD, BUTTERMILK, FRESH, PAN BAKED, ROUND TOP, ENRICHED</b> SIZE 20 OZ PKG PRICE \$1.36 PRODUCT CODE 10215200 NAT OWN BUTTER BREAD 20 OZ	<u>33</u>	<u>\$1.09</u>	<u>\$35.97</u>
12	<b>BREAD, MULTI-GRAIN, FRESH, SLICED</b> SIZE 24 OZ PKG PRICE \$2.15 PRODUCT CODE 10219676 NAT OWN 12-GRAIN OVL BREAD	<u>555</u>	<u>\$1.44</u>	<u>\$799.20</u>
13	<b>ROLLS, FRANKFURTER, FRESH, SLICED, WHITE, PAN BAKED, ENRICHED</b> COUNT PER PKG 12 SIZE 18 OZ PKG PRICE \$1.42 PRODUCT CODE 10027324 FLOWERS 6" IND HOTS	<u>8,217</u>	<u>\$1.26</u>	<u>\$10,353.42</u>
14	<b>ROLLS, HAMBURGER, FRESH, SLICED, WHITE, PAN BAKED</b> COUNT PER PKG 12 SIZE 22 OZ PKG PRICE \$1.43 PRODUCT CODE 10002606 FLOWERS 4" HAMS 12PK	<u>31,408</u>	<u>\$1.04</u>	<u>\$32,664.32</u>

15	<b>ROLLS, HAMBURGER, FRESH, SLICED, WHOLE WHEAT, PAN BAKED</b> COUNT PER PKG 12 SIZE 24 OZ PKG PRICE \$1.56 PRODUCT CODE 10023720 FLOWERS 4" 100% WW HAMS	<u>18,053</u>	<u>\$1.04</u>	<u>\$18,775.12</u>
16	<b>ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHITE, HEARTH BAKED</b> COUNT PER PKG 6 SIZE 15 OZ PKG PRICE \$1.71 PRODUCT CODE 44002306 AUNT HATTIES SOFT FRENCH ROLLS	<u>14,648</u>	<u>\$1.82</u>	<u>\$26,659.36</u>
17	<b>ROLLS, HOAGIE/SUBMARINE, FRESH, SLICED, WHOLE WHEAT, HEARTH BAKED</b> COUNT PER PKG 12 SIZE 33 OZ PKG PRICE \$1.80 PRODUCT CODE 10002396 FLOWERS 100% WW SUB ROLLS	<u>1,613</u>	<u>\$0.87</u>	<u>\$1,403.31</u>
18	<b>ROLLS, KAISER, FRESH, SLICED, PAN BAKED</b> COUNT PER PKG 12 SIZE 28 OZ PKG PRICE \$2.75 PRODUCT CODE 49001956 AHATT REST 4.5" PL HAMS	<u>1,034</u>	<u>\$1.57</u>	<u>\$1,623.38</u>
19	<b>ROLLS, POTATO, FRESH</b> COUNT PER PKG 8 SIZE 16 OZ PKG PRICE \$2.34 PRODUCT CODE 44025166 AHATT POTATO HAMS 8 PK	<u>1,285</u>	<u>\$2.34</u>	<u>\$3,006.90</u>
20	<b>ROLLS, CROISSANT, FRESH</b> COUNT PER PKG 4 SIZE 16 OZ PKG PRICE \$4.96 PRODUCT CODE 10043616 FLOWERS 4" CROISSANT 4 PK	<u>848</u>	<u>\$4.96</u>	<u>\$4,206.08</u>

21	<b>ROLLS, DINNER, FRESH, WHITE, PAN BAKED, ENRICHED</b> COUNT PER PKG 24 SIZE 28 OZ PKG PRICE \$2.27 PRODUCT CODE 10035376 FLOWERS WHITE DINNER ROLLS	<u>10,640</u>	<u>\$1.30</u>	<u>\$13,832.00</u>
22	<b>ROLLS, DINNER, FRESH, WHEAT, PAN BAKED, ENRICHED</b> COUNT PER PKG 24 SIZE 28 OZ PKG PRICE \$2.32 PRODUCT CODE 10022940 FLOWERS 100% WW DINNER ROLLS	<u>11,697</u>	<u>\$1.33</u>	<u>\$15,557.01</u>
23	<b>MUFFINS, ENGLISH, FRESH, ENRICHED</b> COUNT PER PKG 10 SIZE 20 OZ PKG PRICE \$2.20 PRODUCT CODE 10020686 FLOWERS PLAIN ENG MUFFIN 10 PK	<u>6,772</u>	<u>\$1.76</u>	<u>\$11,918.72</u>
24	<b>BAGELS, PLAIN, FRESH</b> COUNT PER PKG 16 SIZE 24 OZ PKG PRICE \$2.43 PRODUCT CODE 10021286 FLOWERS PL BAGEL 6 CT	<u>5,049</u>	<u>\$1.62</u>	<u>\$8,179.38</u>
25	<b>BAGELS, CINNAMON RAISIN, FRESH</b> COUNT PER PKG 6 SIZE 24 OZ PKG PRICE \$2.43 PRODUCT CODE 10021296 FLOWERS CINN RAISIN BAGEL	<u>4,428</u>	<u>\$1.62</u>	<u>\$7,173.36</u>

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**\$267,757.25**

**CONTRACTOR’S CODING SYSTEM:**

WITHIN 72 HOURS OF RECEIPT OF NOTICE OF AWARD, CONTRACTOR WILL SUPPLY EACH ORDERING ACTIVITY WITH THE CONTRACTOR’S CODING SYSTEM (PULL DATE, COLOR CODES, ETC.) THIS IS A MANDATORY REQUIREMENT.

**Important: The Government is indifferent between the below listed order lead-times.**

**PLEASE INDICATE YOUR ORDER LEAD-TIME BY CHECKING ONE OF THE FOLLOWING:**

\_\_\_\_ 48 HOURS

\_\_\_\_ 72 HOURS

X 96 HOURS

**GOVERNMENT QUALIFICATION:**

All Items To Be Awarded Will Be Awarded To One Offeror, By Group.

The Government Reserves The Right To Award A Contract Of Less Than All Items Within A Group If Deletion Will Be In The Government’s Best Interest

**INDICATE YOUR REGULARLY SCHEDULED NON-BAKE DAYS:**

Tuesday and Saturday  
\_\_\_\_\_

**IS YOUR COMPANY EDI CAPABLE? YES Payment Only**

**EDI Code (if applicable):** \_\_\_\_\_

**Note:** All Troop Support customers are currently processing orders and receipts through EBS. **Provide the following information for ordering, invoicing and payment purposes:**

Point(s) of Contact for **ORDERING: Charlene Paulter** \_\_\_\_\_

Phone Number: \_\_\_\_\_ 602-229-8138 \_\_\_\_\_

Email & Fax Number: \_\_\_\_\_ 602-252-6506 charlene.paulter@flocorp.com \_\_\_\_\_

Point(s) of Contact for **INVOICING & PAYMENT: Peggy Clark** \_\_\_\_\_

Phone Number: \_\_\_\_\_ 229-558-6518 \_\_\_\_\_

Email & Fax Number: \_\_\_\_\_ peggy.clark@flocorp.com \_\_\_\_\_ 229-558-6538 \_\_\_\_\_

## Schedule of Delivery Points:

The following is the customers' preference for delivery.

### GROUP I – Troop Issue: Customers in Arizona Area

#### LOCATION

#### TIMES/FREQUENCY/LIMITATIONS

#### DAVIS-MONTHAN

**Desert Inn Dining Facility**

**Three (3) days per week**

**DoDAAC: FT9141**

**6:30 AM to 9:30 AM**

Building #4100

3665 South 5<sup>th</sup> Street

Davis-Monthan AFB, AZ 85707

**POC: SSgt Marvin Cruz**

**Phone: 520-228-4096**

**Email: [marvin.cruz@dm.af.mil](mailto:marvin.cruz@dm.af.mil)**

**Road Runner Flight Kitchen**

**Three (3) days per week**

**DoDAAC: FT9142**

**6:30 AM to 9:30 AM**

Building #5428

3895 South Phoenix Street

Davis-Monthan AFB, AZ 85707

**POC: SSgt Marvin Cruz**

**Phone: 520-228-4096**

**Email: [marvin.cruz@dm.af.mil](mailto:marvin.cruz@dm.af.mil)**

**Davis-Monthan CDC I**

**Two (2) days per week**

**DoDAAC: FT9476**

**6:30 AM to 9:30 AM**

Building #2614

5335 East Comanche Street

Davis-Monthan AFB, AZ 85707

**POC: Elsa Murray**

**Phone: 520-228-3336**

**Email: [Elsa.Murray@dm.af.mil](mailto:Elsa.Murray@dm.af.mil)**

**Davis-Monthan CDC II**

**Five (5) days per week**

**DoDAAC: FT9580**

**7:00 AM to 10:00 AM**

Building #2612

5305 East Comanche Street

Davis-Monthan AFB, AZ 85707

**POC: Jacquelyn Chinn Child**

**Phone: 520-228-6892**

**Email: [jacqueline.chinn-childs@dm.af.mil](mailto:jacqueline.chinn-childs@dm.af.mil)**

**Youth Activity Center**

**Three (3) days per week**

**DoDAAC: FT9477**

**6:30 AM to 9:30 AM**

Building #6000

5915 East Quijota Boulevard

Davis-Monthan AFB, AZ 85707

**POC: Madrona Jones**

**Phone: 520-228-8844**

**Email: [madrona.jones@dm.af.mil](mailto:madrona.jones@dm.af.mil)**

**LUKE AFB**

**Ray V Hensman Dining Facility**

**Five (5) days per week**

**DoDAAC: FT9134**

**7:00 AM to 11:00 AM**

Building #14032

14032 West Mustang

Luke AFB, AZ 85309

**POC: SGT Timothy Mattson**

**Phone: 623-856-6396**

**Email: [timothy.mattson@luke.af.mil](mailto:timothy.mattson@luke.af.mil)**

**Child Development Center**

**Two (2) days per week**

**DoDAAC: FT9467**

**8:00 AM to 9:00 AM**

Building #1118

7205 North 137<sup>th</sup> Avenue

Luke AFB, AZ 85309

**POC: Christina Ramos**

**Phone: 623-856-3540**

**Email: [christina.ramos@luke.af.mil](mailto:christina.ramos@luke.af.mil)**

**Falcon Inn/Flight Kitchen**

**Two (2) days per week**

**DoDAAC: FT9135**

**9:00 AM to 11:00 AM**

Building #14442

14442 West Shooting Star

Luke AFB, AZ 85309

**POC: TSGT Corey Butler**

**Phone: 623-856-6420**

**Email: [corey.butler@luke.af.mil](mailto:corey.butler@luke.af.mil)**

**Luke AFB Youth Center**

**Two (2) days per week**

**DoDAAC: FT9510**

**8:00 AM to 9:00 AM**

Building #1137

7205 North 138<sup>th</sup> Avenue

Luke AFB, AZ 85309

**POC: Matthew Proctor**

**Phone: 623-856-7471**

**Email: [matthew.proctor@luke.af.mil](mailto:matthew.proctor@luke.af.mil)**

**FORT HUACHUCA**

**Fort Huachuca TISA**

**Five (5) days per week**

**DoDAAC: W61DET**

**6:00 AM to 11:00 AM**

Building #30118 Clarkson Street

Fort Huachuca, AZ 85613

**POC: Selene Romero or Kendall Brown / TISA**

**Phone: 520-533-3755 or 520- 533-8512**

**Email: [selene.romero@us.army.mil](mailto:selene.romero@us.army.mil) or [kendall.brown@us.army.mil](mailto:kendall.brown@us.army.mil)**

**Thunderbird**

**Five (5) days per week**

**DoDAAC: TDBIRD**

**6:00 AM to 11:00 AM**

Building #52107 La Guardia Street

Fort Huachuca, AZ 85613

**POC: Selene Romero or Kendall Brown / TISA**

**Phone: 520-533-3755 or 520- 533-8512**

**Email: [selene.romero@us.army.mil](mailto:selene.romero@us.army.mil) or [kendall.brown@us.army.mil](mailto:kendall.brown@us.army.mil)**

**VA Hall Dining Facility**

**Five (5) days per week**

**DoDAAC: HALLDF**

**6:00 AM to 11:00 AM**

Building #80503 Stein Street

Fort Huachuca, AZ 85613

**POC: Selene Romero or Kendall Brown / TISA**

**Phone: 520-533-3755 or 520- 533-8512**

**Email: [selene.romero@us.army.mil](mailto:selene.romero@us.army.mil) or [kendall.brown@us.army.mil](mailto:kendall.brown@us.army.mil)**

**Yardley Dining Facility**

**Five (5) days per week**

**DoDAAC: YARDLY**

**6:00 AM to 11:00 AM**

Building #80504 Stein Street

Fort Huachuca, AZ 85613

**POC: Selene Romero or Kendall Brown / TISA**

**Phone: 520-533-3755 or 520- 533-8512**

**Email: [selene.romero@us.army.mil](mailto:selene.romero@us.army.mil) or [kendall.brown@us.army.mil](mailto:kendall.brown@us.army.mil)**

**Black Tower Dining Facility**

**Five (5) days per week**

**DoDAAC: W0U9AA**

**6:00 AM to 11:00 AM**

Building #11565 West Hemp Road

Fort Huachuca, AZ 85613

**POC: Selene Romero or Kendall Brown / TISA**

**Phone: 520-533-3755 or 520- 533-8512**

**Email: [selene.romero@us.army.mil](mailto:selene.romero@us.army.mil) or [kendall.brown@us.army.mil](mailto:kendall.brown@us.army.mil)**

**NOTE:** Invoices Dropped to the Troop Issue Office (TISA) for Processing for Payment

**Tucson Air National Guard 162 FW/SVF**

**Two (2) days per MONTH**

**DoDAAC: FT6022**

**8:00 AM to 12:00 PM**

6620 South Air Guard Way

Tucson, AZ 85706

**POC: MSgt Ricarrdo Talvy**

**Phone: 520-295-6620**

**Email: [Riccardo.Talvy@ang.af.mil](mailto:Riccardo.Talvy@ang.af.mil)**

**Phoenix Air National Guard 161 ARW**

**Two (2) days per MONTH**

**DoDAAC: FT6021**

**8:00 AM to 12:00 PM**

Building 10

3200 East Old Tower Road

Phoenix, AZ 85034

**POC: SGT Karl Schaller**

**Phone: 602-302-9005**

**Email: [karl.schaller@ang.af.mil](mailto:karl.schaller@ang.af.mil)**

**Phoenix Job Corp Center**

**Three (3) days per week**

**DoDAAC: 169471**

**5:00 AM to 6:00 AM**

518 South 3<sup>rd</sup> Street

Main Center Cafeteria Dock

Phoenix, AZ 85004

**POC: Aaron Sanders**

**Phone: 602-322-2870**

**Email: [Sanders.Aaron@jobcorps.org](mailto:Sanders.Aaron@jobcorps.org)**

**Fred Acosta Job Corp Center**

**Two (2) days per week**

**DoDAAC: 169472**

**8:00 AM to 3:00 PM**

901 South Campbell Avenue

Tucson, AZ 85710

**POC: Tammerra Cardinal or Mike Lopez**

**Phone: 520-295-6077**

**Email: [cardinal.tammerra@jobcorps.org](mailto:cardinal.tammerra@jobcorps.org) or [Lopez.Mike@jobcorps.org](mailto:Lopez.Mike@jobcorps.org)**

**INS/Florence Detention Center**

**Two (2) days per week**

**DoDAAC: 709417**

**6:30 AM to 3:00 PM**

3250 North Pinal Parkway Avenue

Florence, AZ 85232

**POC: David Rodda or Cindi Vinciguerra**

**Phone: 520-840-2510**

**Email: [david.rodde@associates.dhs.gov](mailto:david.rodde@associates.dhs.gov) or [Cindi.Vinciguerra@associates.dhs.gov](mailto:Cindi.Vinciguerra@associates.dhs.gov)**

**INS/El Centro Detention Center**

**Three (3) days per week**

**DoDAAC: 709JAT**

**6:30 AM to 3:00 PM**

Food Service Department

1115 North Imperial Avenue

El Centro, CA 92243

**POC: Jorge Fuentes**

**Phone: 760-336-4637**

**Email: [jfuentes@atsiak.com](mailto:jfuentes@atsiak.com)**

**Fort Bliss – Yuma Probing Ground**

**Three (3) days per week**

**DoDAAC: M02221**

**6:30 AM to 9:30 AM**

**MCAS Yuma**

Building #710

Thomas and Worley Streets

Yuma, AZ 85369

**POC: Al Schutt**

**Phone: 520-533-3755**

**Email: [Al.Schutt@sodexo.com](mailto:Al.Schutt@sodexo.com)**

**Marreforres @ Yuma**

**Three (3) days per week**

**DoDAAC: M26381**

**6:30 AM to 9:30 AM**

Building #711

Matini Avenue

Yuma, AZ 85365

**POC: GYSGT Jerwon Stephens**

**Phone: 504-697-8878**

**Email: [jerwon.stephens@usmc.mil](mailto:jerwon.stephens@usmc.mil)**

## Contract Clauses

**Note: 52.212-4, Contract Terms and Conditions—Commercial Items (FEB 2012)** is incorporated in this solicitation by reference. Its full text may be accessed electronically at <https://www.acquisition.gov/far/index.html>. Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format links.

### **Addendum to 52.212-4:**

*The following paragraph of 52.212-4 are amended as indicated below:*

#### **1. 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 \$1,350.00 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.

#### **2. Paragraph (t), Central Contractor Registration(CCR).**

(5) Definitions.

“Central Contractor Registration (CCR) Database” means the primary Government repository for contractor information required for the conduct of business with the Government.

“Commercial and Government Entity (CAGE) Code” means—

(a) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(b) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an “NCAGE code”.

“Data Universal Number System (DUNS) Number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

“Data Universal Numbering System +4 (DUNS+4) Number” means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see Subpart 32.11 of the Federal Acquisition Regulation) for the same parent concern.

“Registered in the CCR Database” means that—

(a) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database;

(b) The Contractor’s CAGE code is in the CCR database; and

(c) The Government has validated all mandatory data fields to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service, and has marked the records “Active”. The Contractor will be required to provide consent for TIN validation to the Government as part of the CCR registration process.

## **52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT**

### **STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2012)**

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

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

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

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

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

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

- (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (SEP 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 (AUG 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’s Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (DEC 2010) (31 U.S.C. 6101 note).
- (7) **52.209-9**, Updates of Publicly Available Information Regarding Responsibility Matters (FEB 2012) (41 U.S.C. 2313).
- (8) **52.209-10**, Prohibition on Contracting with Inverted Domestic Corporations (MAY 2012) (section 738 of Division C of Pub. L. 112-74, 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).
- (11) **[Reserved]**
- (12) **52.219-6**, Notice of Total Small Business Set-Aside (NOV 2011) (15 U.S.C. 644).
- (ii) **Alternate I** (NOV 2011) of 52.219-6.
- (iii) **Alternate II** (NOV 2011) of 52.219-6
- (13)(i) **52.219-7**, Notice of Partial Small Business Set-Aside (JUN 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** (JUL 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** (JUN 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 Representation (APR 2012) (15 U.S.C. 632(a)(2)).
- \_\_\_ (24) **52.219-29**, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (APR 2012)(15 U.S.C. 637(m)).

- \_\_\_ (25) **52.219-30**, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (APR 2012) (15 U.S.C. 637(m)).
- \_\_\_ (26) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).
- \_X\_ (27) **52.222-19**, Child Labor—Cooperation with Authorities and Remedies (JUL 2010) (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).
- \_\_\_ (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 (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)).
- \_\_\_ (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) (E.O. 13513).
- \_\_\_ (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, 19U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 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.
- \_\_\_ (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).
- X (42) **52.225-13**, Restrictions on Certain Foreign Purchases (JUN 2008)  
(E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_\_ (43) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (NOV 2007)  
(42 U.S.C. 5150).
- \_\_\_ (44) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- \_\_\_ (45) **52.232-29**, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- \_\_\_ (46) **52.232-30**, Installment Payments for Commercial Items (OCT 1995)  
(41 U.S.C. 225(f), 10 U.S.C. 2307(f)).
- X (47) **52.232-33**, Payment by Electronic Funds Transfer—Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- \_\_\_ (48) **52.232-34**, Payment by Electronic Funds Transfer--Other Than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- \_\_\_ (49) **52.232-36**, Payment by Third Party (FEB 2010) (31 U.S.C. 3332).

- \_\_\_ (50) **52.239-1**, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a)
- \_\_\_ (51)(i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).
- \_\_\_ (ii) **Alternate I** (Apr 2003) of 52.247-64.

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

- \_\_\_ (1) **52.222-41**, Service Contract Act of 1965 (NOV 2007)  
(41 U.S.C. 351, et seq.).
- \_\_\_ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Act –  
Price Adjustment (Multiple Year and Option Contracts) (SEP 2009) 29  
U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Act –  
Price Adjustment (SEP 2009) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- \_\_\_ (5) **52.222-51**, Exemption from Application of the Service Contract Act to  
Contracts for Maintenance, Calibration, or repair of Certain Equipment—  
Requirements (NOV 2007) (41 U.S.C. 351, *et seq.*).
- \_\_\_ (6) **52.222-53**, Exemption from Application of the Service Contract Act to  
Contracts for Certain Services—Requirements (FEB 2009) (41 U.S.C. 351,  
*et seq.*).
- \_\_\_ (7) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations  
(MAR 2009) (Pub. L. 110-247).
- \_\_\_ (8) **52.237-11**, Accepting and Dispensing of \$1 Coin (SEP 2008) (31 U.S.C.

5112(p)(1)).

**(d) Comptroller General Examination of Record.**

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

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

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

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

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

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

(ii) **52.219-8**, Utilization of Small Business Concerns (DEC 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract

(except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) **[Reserved]**

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

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

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

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

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

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

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

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

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

(xii) **52.222-54**, Employment Eligibility Verification (JUL 2012)

(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.

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

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

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

(b) The Contractor agrees to comply with any clause that is checked on the following list of 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 (APR 2012)(Section 6101 of Pub. L. 110-252, 41 U.S.C. 3509 note).
- (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) (JUN 2012) (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 and Balance of Payments Program (**DEC 2012**) (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 (JUN 2012) 10 U.S.C. 2533b).
- (9)  **252.225-7012**, Preference for Certain Domestic Commodities (**DEC 2012**) (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 Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

- (12) \_\_\_ **252.225-7017**, Photovoltaic Devices (DEC 2012) (Section 846 of Pub. L. 111-383).
- (13)(i) \_\_\_ **252.225-7021**, Trade Agreements (DEC 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 --Free Trade Agreements--Balance of Payment Program (DEC 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301 note).
- (ii) \_\_\_ **Alternate I** (JUN 2012) of 252.225-7036
- (iii) \_\_\_ **Alternate II** (NOV 2012) of 252.225-7036
- (iv) \_\_\_ **Alternate III** (JUN 2012) of 252.225-7036
- (v) \_\_\_ **Alternate IV** (NOV 2012) of 252.225-7036
- (vi) \_\_\_ **Alternate V** (NOV 2012) of 252.225-7036
- (17) \_\_\_ **252.225-7038**, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (18) \_\_\_ **252.225-7039**, Contractors Performing Private Security Functions (JUN 2012) (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 Public Law 107-248 and similar sections in subsequent DoD appropriations acts).

- (20) \_\_\_ **252.227-7013**, Right in Technical Data – Noncommercial Items (FEB 2012) if applicable, (see 227.7103-6(a)).
- (21) \_\_\_ **252.227-7015**, Technical Data -- Commercial Items (DEC 2011) (10 U.S.C. 2320).
- (22) \_\_\_ **252.227-7037**, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see 227.7102-4(c)).
- (23) X **252.232-7003**, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012) (10 U.S.C. 2227).
- (24) \_\_\_ **252.237-7010**, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Public Law 111-84).
- (25) \_\_\_ **252.237-7019**, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 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 Public Law 111-84).
- (28) \_\_\_ **252.247-7003**, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).
- (29)(i) X **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).
- (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 (JUN 2012) (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 (JUN 2012), if applicable (see 227.7102-4(c)).

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

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

(7) **252.247-7003**, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 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).

#### **52.212-9000 CHANGES – MILITARY READINESS (NOV 2011)**

The commercial changes clause at FAR 52.212-4(c) is applicable to this contract in lieu of the changes clause at FAR 52.243-1. However, in the event of a Contingency Operation or a

Humanitarian or Peace Keeping Operation, as defined below, the Contracting Officer may, by written order, change 1) the method of shipment or packing, and 2) the place of delivery.

If any such change causes an increase in the cost of, or the time required for performance, the Contracting Officer shall make an equitable adjustment in the contract price, the delivery schedule, or both, and shall modify the contract. The Contractor must assert its right to an adjustment within 30 days from the date of receipt of the modification.

“Contingency Operation” means a military operation that is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations, or hostilities against an enemy of the United States or against an opposing military force; or results in the call or order to, or retention on, active duty of members of the uniformed services under 10 United States Code (U.S.C.) 688, 12301(a), 12302, 12304, 12305, or 12406, chapter 15 of U.S.C., or any other provision of law during a war or during a national emergency declared by the President or Congress (10 U.S.C. 101(a)(13)).

“Humanitarian or Peacekeeping Operation” means a military operation in support of the provision of humanitarian or foreign disaster assistance or in support of peacekeeping operation under Chapter VI or VII of the Charter of the United Nations. The term does not include routine training, force rotation, or stationing. (10 U.S.C. 2302(8) and 41 U.S.C. 259(d)(2)(B)).

#### **DLAD 52.214-9008 ROUNDING OFF OF OFFER AND AWARD PRICES (AUG 2008)**

Unit prices shall be limited to a maximum of five decimal places. For evaluation and award purposes, offers containing a unit price of more than five decimal places shall be rounded off to five decimal places. For administrative purposes, the extended line item and total dollar amounts will be rounded to two decimal places and may not precisely reflect the quantity (ies) times the unit price(s). Payment shall be accomplished on a unit price basis.

#### **DFARS 252.216-7006 ORDERING (MAY 2011)**

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued **March 03, 2013 through February 27, 2016.**

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered “issued” when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered “issued” when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

**FAR 52.216-19 ORDER LIMITATIONS (OCT 1995)**

- (a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$25.00 [insert dollar figure or quantity], the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.
- (b) Maximum order. The Contractor is not obligated to honor—
- (1) Any order for a single item in excess of 200% of the actual award value [insert dollar figure or quantity];
  - (2) Any order for a combination of items in excess of 200% of the actual award value [insert dollar figure or quantity]; or
  - (3) A series of orders from the same ordering office within 2 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.
- (d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 2 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

**FAR 52.216-22 INDEFINITE QUANTITY (OCT 1995)**

- (a) This is an indefinite-quantity contract for the supplies or services specified and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."
- (c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after **March 4, 2016**.

**DLAD 52.216-9007 CONTRACT AND DELIVERY ORDER LIMITATIONS (NOV 2011)**

(a) Delivery orders will specify delivery no less than 2 days from the date of order. Changes or cancellations to delivery orders may be made by giving the contractor notice no less than 1 days [remembering that days are always calendar days unless otherwise defined] before the required delivery date.

(b) Maximum Contract Limitation. The maximum quantity or maximum dollar value that may be ordered against this contract is **200% of the actual award value.**

(c) Guaranteed Minimum

(1) The Government guarantees that it will order under this contract (and under the contract awarded for any partial set-aside) the following minimum, as applicable:

(i) Base period of one year.

\_\_\_\_\_ (Quantity)

**25% of the actual award value** (Percentage of the annual estimated quantity or dollar value)

(ii) Base period of two or more years.

\_\_\_\_\_ (Quantity) multiplied by \_\_\_\_\_.

\_\_\_\_\_ (Percentage) multiplied by \_\_\_\_\_.

(iii) The following minimum quantities within the time periods prescribed (quarter (QTR) represents a three-month period computed from date of award):

Contract	FIRST QTR	SECOND QTR	THIRD QTR	FOURTH QTR
Line-Item				
(CLIN)				
_____	_____	_____	_____	_____

(iv) The contractor will not be obligated to honor any order with F.O.B. Destination terms that requires delivery to a single destination of a quantity less than that shown below:

CLIN	MINIMUM QUANTITY PER DESTINATION
_____	_____

(2) The Government may fulfill the guarantee by a single delivery order or by any number of delivery orders subject to the minimum per order specified in the clause Order Limitations, Federal Acquisition Regulation (FAR) clause 52.216-19 (a). The maximum quantity per order does not apply until after the guaranteed minimum is satisfied.

(3) In the event that a single delivery order includes both items that are within the guaranteed minimum and items in excess of the guaranteed minimum, the maximum delivery order limitations in FAR 52.216-19 (b) shall apply, and the Contractor shall be governed by the notice requirement of FAR 52.216-19 (d).

(4) The total of the delivery orders issued during the base contract period will apply to the minimum guarantee stated in this paragraph (c). The Government's obligations with regard to the guarantee will be satisfied when the total of the delivery orders equals or exceeds the guaranteed quantity or guaranteed dollar value, as applicable.

(d) If this is an invitation for bids (IFB) and the Government elects to award a different quantity than that solicited or bid upon, the delivery schedule will be changed in direct proportion to the change in quantity. If this solicitation involves a partial set-aside, the Government will consider each destination (or combined destinations) separately in awarding the set-aside portion. The destination(s) appearing on page(s) \_\_\_\_\_ is (are) the non-set-aside portion.

#### **DLAD 52.246-9039 REMOVAL OF GOVERNMENT IDENTIFICATION FROM NON-ACCEPTED SUPPLIES. (NOV 2011)**

(a) The contractor shall remove or obliterate from a rejected end item and its packing and packaging, any marking, symbol, or other representation that the end item or any part of it has been produced or manufactured for the United States Government. Removal or obliteration shall be accomplished prior to any donation, sale, or disposal in commercial channels. The contractor, in making disposition in commercial channels of rejected supplies, is responsible for compliance with requirements of the Federal Trade Commission Act (15 United States Code (U.S.C.) 45 et seq.) and the Federal Food, Drug and Cosmetic Act (21 U.S.C. 301 et seq.), as well as other Federal or State laws and regulations promulgated pursuant thereto.

(b) Unless otherwise authorized by the contracting officer, the contractor is responsible for removal or obliteration of government identifications within 72 hours of rejection of nonconforming supplies including supplies manufactured for the Government but not offered or supplies transferred from the Government's account to the cold storage contractor's account at origin or destination. (For product rejected at destination and returned to the contractor's plant, the 72 hour period starts with the time of contractor receipt of returned product). After removal or obliteration is accomplished and prior to disposition, the contractor must notify the Government inspector.

#### **DLAD 52.246-9044 SANITARY CONDITIONS (NOV 2011)**

(a) Food Establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate

only in establishments listed in the U.S. Army Veterinary Command (VETCOM) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) (available at: <https://vets.amedd.army.mil/vetcom> ) Compliance with the current edition of DoD Military Standard 3006, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the contracting officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the contracting officer when sanitary approval is regained and listing is reinstated.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the Worldwide Directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the Worldwide Directory.

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the "Meat and Poultry Inspection Directory", published electronically by the U. S. Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS) (available at: [http://www.fsis.usda.gov/Regulations/Meat\\_Poultry\\_Egg\\_Inspection\\_Directory/index.asp](http://www.fsis.usda.gov/Regulations/Meat_Poultry_Egg_Inspection_Directory/index.asp) ). The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

(ii) Intrastate commerce of Meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs certified by the USDA as being "at least equal to" the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(iii) Shell eggs may be supplied from establishments listed in the "List of Plants Operating under USDA Poultry and Egg Grading Programs" published electronically by the USDA, Agriculture Marketing Service (AMS) (available at: <http://www.ams.usda.gov/POULTRY/Grading.htm> ).

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the "Meat, Poultry and Egg Product Inspection Directory" published electronically by the USDA FSIS (available at: [http://www.fsis.usda.gov/Regulations\\_&Policies/Meat\\_Poultry\\_Egg\\_Inspection\\_Directory/index.asp](http://www.fsis.usda.gov/Regulations_&Policies/Meat_Poultry_Egg_Inspection_Directory/index.asp) ). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed under "U.S. Establishments Approved For Sanitation And For Producing USDC Inspected Fishery Products" in the "USDC Participants List for Firms, Facilities, and Products", published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: [seafood.nmfs.noaa.gov](http://seafood.nmfs.noaa.gov) ). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

(vi) Pasteurized Milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in "Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers" (IMS), published electronically by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA) (available at: <http://www.cfsan.fda.gov/~ear/ims-toc.html> ). These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the "Grade 'A' Pasteurized Milk Ordinance" (PMO) published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/pmo03toc.html> ).

(vii) Manufactured or processed dairy products only from plants listed in Section I of the “Dairy Plants Surveyed and Approved for USDA Grading Service”, published electronically by Dairy Grading Branch, AMS, USDA (available at: <http://www.ams.usda.gov/dairy/dypubs.htm> ) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (i.e. plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists” (ICSSL), published electronically by the USDHHS, FDA (available at: <http://www.cfsan.fda.gov/~ear/shellfis.html> ).

(3). Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4F/MCO P1010.31G, Veterinary/Medical Food Inspection and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. (AR 40-657 is available from National Technical Information Service, 5285 Port Royal Road, Springfield, VA 22161; 1-800-553-6847; or download from web site: <http://www.usapa.army.mil/> .) For the most current listing of exempt plants/products see the Worldwide Directory (available at: <https://vets.amedd.army.mil/vetcom>).

(4) Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading “Distributed By”, “Manufactured For”, etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the contracting officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the contractor to request an extension of any delivery date. In the event the contractor fails to correct such objectionable conditions within the time specified by the contracting officer, the government shall have the right to terminate the contract in accordance with the “Default” clause of the contract.

(b) Delivery Conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and /or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product ‘unfit for intended purpose’, supplies tendered for acceptance may be rejected without further inspection.

### **DLAD 52.246-9045 FEDERAL FOOD, DRUG AND COSMETIC ACT-WHOLESALE MEAT ACT (AUG 2008)**

(a) The contractor warrants that the supplies delivered under this contract comply with the Federal Food, Drug and Cosmetic Act and the Wholesome Meat Act, and regulations thereunder. This warranty will apply regardless of whether or not the supplies have been:

(1) Shipped in interstate commerce,

- (2) Seized under either act or inspected by the Food and Drug Administration or Department of Agriculture.
- (3) Inspected, accepted, paid for or consumed, or any or all of these, provided however, that the supplies are not required to comply with requirements of said acts and regulations thereunder when a specific paragraph of the applicable specification directs otherwise and the supplies are being contracted for military rations, not for resale.

(b) The government shall have six months from the date of delivery of the supplies to the government within which to discover a breach of this warranty. Notwithstanding the time at which such breach is discovered, the right is reserved to give notice of breach of this warranty at any time within such applicable period or within 30 days after expiration of such period, and any such notice shall preserve the rights and remedies provided herein.

(c) Within a reasonable time after notice to the contractor of breach of this warranty, the government may, at its election:

- (1) Retain all or part of the supplies and recover from the contractor, or deduct from the contract price, a sum determined to be equitable under the circumstances;
- (2) Return or offer to return all or part of the supplies to the contractor in place and recover the contract price and transportation, handling, inspection and storage costs expended therefore; provided, that if the supplies are seized under either act, such seizure, at government option, shall be deemed a return of supplies within the meaning of this clause and thereby allow the government to pursue the remedy provided herein. Failure to agree to any deduction or recovery provided herein shall be a dispute of a question of fact within the meaning of the clause of this contract entitled "disputes".

(d) The rights and remedies provided by this clause shall not be exclusive and are in addition to other rights and remedies provided by law or under this contract, nor shall pursuit of a remedy herein or by law either jointly, severally or alternatively, whether simultaneously or at different times, constitute an election of remedies.

### **DFARS 252.203-7002 REQUIREMENTS TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS. (JAN 2009)**

The Contractor shall inform its employees in writing of employee whistleblower rights and protections under 10 U.S.C. 2409, as described in Subpart 203.9 of the Defense Federal Acquisition Regulation Supplement.

### **FAR 52.252-2 Clauses Incorporated by Reference (Feb 1998)**

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

<http://farsite.hill.af.mil/vffara.htm>

The following additional clauses are incorporated by REFERENCE:

<u>CLAUSE NUMBER</u>	<u>TITLE</u>	<u>DATE</u>
FAR 52.204-7	Central Contractor Registration	APR 2008
52.208-9	Contractor Use of Mandatory Sources of Supplies or Services	OCT 2008
FAR 52.209-6	Protecting the Government's Interests When Subcontracting with Contractors Debarred, Suspended or Proposed for Debarment	Dec 2010
FAR 52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement	DEC 2007
FAR 52.232-17	Interest	Oct 2010
FAR 52.242-13	Bankruptcy	JULY 1995
FAR 52.242-15	Stop-Work Order	AUG 1989
52.247-34	F.O.B. Destination	NOV 1991
52.251-1	Government Supply Sources	AUG 2010
DFARS 252.204-7003	Control of Government Personnel Work Product	APR 1992
DFARS 252.204-7004	Alternate A	SEP 2007
DFARS 252.209-7004	Subcontracting with Firms that are Owned or Controlled by the Government of a Terrorist Country	DEC 2006
DFARS 252.225-7002	Qualifying Countries as Subcontractors	APR 2003
DFARS 252.232-7010	Levies on Contract Payments	DEC 2006