

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

2. CONTRACT NO. SPM3S1-11-D-Z102		3. AWARD/EFFECTIVE DATE 09/22/2011	4. ORDER NUMBER	1. REQUISITION NUMBER TBA	PAGE 1 OF 10
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Kelley Mauldin, Acquisition Specialist		5. SOLICITATION NUMBER SPM3S1-08-R-7051	6. SOLICITATION ISSUE DATE 09/01/2009
				b. TELEPHONE NUMBER (No collect calls) 215-737-7896	8. OFFER DUE DATE/ LOCAL TIME 12/04/2009

9. ISSUED BY DLA Troop Support 700 Robbins Avenue, Bldg 6B, FTRC Philadelphia, PA 19111-5096 Email: kelley.mauldin@dla.mil Fax: 215-737-3184	CODE SP0300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A)	NAICS: 2032 SIZE STANDARD: 1,000
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS NET 30	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING DO-C1
		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	

15. DELIVER TO See Attached Schedule of Supplies	CODE	16. ADMINISTERED BY DLA Troop Support 700 Robbins Avenue, Bldg 6B, FTRC, Phila. PA 19111-5096	CODE SP0300
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17a. CONTRACTOR/OFFEROR The Wornick Company 4700 Creek Road Cincinnati, OH 45242 TELEPHONE NO. 513-552-7400	CODE 9Y162	FACILITY CODE	18a. PAYMENT WILL BE MADE BY Defense Finance and Accounting Svc BSM P O Box 369031 Columbus, OH 43236-9031	CODE SL4701
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	<input type="checkbox"/> 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM
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19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	See Attached Schedule of Supplies  <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>				

25. ACCOUNTING AND APPROPRIATION DATA BX: 97X4930 5CBX 001 2630 S33189	26. TOTAL AWARD AMOUNT (For Govt. Use Only)
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<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA	<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED

<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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	1	<input type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>The Wornick Co.</u> OFFER DATED <u>08/08/2011</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: <u>see p. 10</u>
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30a. SIGNATURE OF OFFEROR/CONTRACTOR 	31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 
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30b. NAME AND TITLE OF SIGNER (Type or print) John M. Kowalchik Sr VP, Business Development	30c. DATE SIGNED 9/22/2011	31b. NAME OF CONTRACTING OFFICER (Type or print) FRIEL, EILEEN	31c. DATE SIGNED 9/22/2011
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**Schedule of Supplies**

**Block 11.** Delivery is FOB Destination. Inspection and Acceptance is at Origin. Inspection shall be completed by the Army Veterinary Inspection (AVI) located at The Wornick Company’s plant. Shipments shall also be checked for count, condition and quality at the destination.

**Block 15.** TOTM cases shall be delivered directly to the customer. Each delivery order will provide the destination. The Wornick Company shall deliver the TOTMs to the customer within 7 to 10 from the day the delivery order is issued.

**Blocks 19-23.** This contract is an Indefinite Quantity Contract (IQC) under which the Contractor shall function as the supplier for the items below.

Item Description: Tailored Operations Training Meal (TOTM). The TOTM is a shelf stable, lunch/dinner, individual, ready-to-eat item that is packaged 12 menus per case. There are three types of TOTMs, Local Stock Numbers 8970-01-E10-0238, 8970-01-E10-0239, and 8970-01-E10-0240 (see pages 3-5 of this contract for the TOTM menus).

<u>Line Item</u>	<u>Local Stock Number</u>	<u>Quantity Per Year</u>	<u>Unit</u>	<u>Delivery</u>
0001	8970-01-E10-0238	Minimum: 5,000/Maximum: 16,000	Case	7-10 Days after Award
0002	8970-01-E10-0239	Minimum: 5,000/Maximum: 16,000	Case	7-10 Days after Award
0003	8970-01-E10-0240	Minimum: 5,000/Maximum: 16,000	Case	7-10 Days after Award

Line Item 0001      LSN: 8970-01-E10-0238  
 Base Year (Price per case): [REDACTED]  
 Option Year 1 (Price per case): [REDACTED]  
 Option Year 2 (Price per case): [REDACTED]  
 Option Year 3 (Price per case): [REDACTED]

Line Item 0002      LSN: 8970-01-E10-0239  
 Base Year (Price per case): [REDACTED]  
 Option Year 1 (Price per case): [REDACTED]  
 Option Year 2 (Price per case): [REDACTED]  
 Option Year 3 (Price per case): [REDACTED]

Line Item 0003      LSN: 8970-01-E10-0240  
 Base Year (Price per case): [REDACTED]  
 Option Year 1 (Price per case): [REDACTED]  
 Option Year 2 (Price per case): [REDACTED]  
 Option Year 3 (Price per case): [REDACTED]

Prices are subject to economic price adjustments listed in The Wornick Company’s offer in accordance with DLAD clause 52.216-9063 for Economic Price Adjustment-Tailored Operational Training Meal (TOTM) (OCT 2009).

For the base period of the contract, the ordering period shall commence on the date of the award and shall continue for one calendar year thereafter. The contract contains an option to extend the term of the contract as specified in solicitation DLA Troop Support clause 52.217-9P12, “Option for Indefinite-Delivery, Indefinite Quantity Contract Term Extension”. Should the Government decide to exercise the option(s), The Wornick Company agrees to furnish the proposed items during the option period(s) specified in the schedule subject to the terms and conditions specified in in the clause cited above. If and when any option is exercised, the ordering period for the option period shall commence of the day following the last day of the preceding contract period and shall continue for one calendar year thereafter.

**TOTM Menus**  
**LSN: 8970-01-E10-0238**

<b><u>Menu 1</u></b>	<b><u>Menu 2</u></b>	<b><u>Menu 3</u></b>
Cheese Tortellini	Penne Pasta	Ratatouille
MRE Wet Pack Fruit	MRE Wet Pack Fruit	MRE Wet Pack Fruit
Patriotic Sugar Cookies	Peanut Butter	Peanut Butter
Pretzel Sticks	Crackers	Crackers
Candy - M&M's Peanut	Candy - M&M's Plain	Candy - M&M's Plain
Cappuccino, French Van or Mocha	Carbo Beverage	Carbo Beverage
Flameless Heater	Flameless Heater	Flameless Heater
Dining Kit**	Dining Kit**	Dining Kit**
<b><u>Menu 4</u></b>	<b><u>Menu 5</u></b>	<b><u>Menu 6</u></b>
Marinara Sauce w/Meatballs	Chicken w/Noodles	Chili w/Beans
MRE Wet Pack Fruit	MRE Wet Pack Fruit	MRE Wet Pack Fruit
Patriotic Sugar Cookies	Patriotic Sugar Cookies	Patriotic Sugar Cookies
Pretzel Sticks	Pretzel Sticks	Pretzel Sticks
Candy - M&M's Peanut	Candy - M&M's Plain	Candy - M&M's Peanut
Carbo Beverage	Cappuccino, French Van or Mocha	Cappuccino, French Van or Mocha
Flameless Heater	Flameless Heater	Flameless Heater
Dining Kit**	Dining Kit**	Dining Kit**
<b><u>Menu 7</u></b>	<b><u>Menu 8</u></b>	<b><u>Menu 9</u></b>
Beef Ravioli	Beef Stew	Chili Mac
MRE Wet Pack Fruit	MRE Wet Pack Fruit	MRE Wet Pack Fruit
Patriotic Sugar Cookies	Peanut Butter	Patriotic Sugar Cookies
Pretzel Sticks	Crackers	Pretzel Sticks
Candy - M&M's Plain	Candy - M&M's Peanut	Candy - M&M's Plain
Carbo Beverage	Carbo Beverage	Carbo Beverage
Flameless Heater	Flameless Heater	Flameless Heater
Dining Kit**	Dining Kit**	Dining Kit**
<b><u>Menu 10</u></b>	<b><u>Menu 11</u></b>	<b><u>Menu 12</u></b>
Pork Rib	Spaghetti with Beef and Sauce	Vegetable Lasagna
MRE Wet Pack Fruit	MRE Wet Pack Fruit	MRE Wet Pack Fruit
Patriotic Sugar Cookies	Patriotic Sugar Cookies	Patriotic Sugar Cookies
Candy - M&M's Peanut	Pretzel Sticks	Pretzel Sticks
Pretzel Sticks	Candy - M&M's Plain	Candy - M&M's Peanut
Cappuccino, French Van or Mocha	Cappuccino, French Van or Mocha	Cappuccino, French Van or Mocha
Flameless Heater	Flameless Heater	Flameless Heater
Dining Kit**	Dining Kit**	Dining Kit**

\*\*Dining Kit - Seasoning Packet, Chewing Gum, Towelette.

**LSN: 8970-01-E10-0239**

<b><u>Menu 1</u></b>	<b><u>Menu 2</u></b>	<b><u>Menu 3</u></b>
Meatballs w/Marinara	Chili Macaroni	Chili with Beans
Dairyshake	Dairyshake	Mexican Rice
Cracker	Cracker	Dairyshake
Hot Sauce	Ground Red Pepper	Cracker
Skittles	M&M's	Skittles
FRH	FRH	FRH
Dining Kit <sup>2</sup>	Dining Kit <sup>2</sup>	Dining Kit <sup>2</sup>
<b><u>Menu 4</u></b>	<b><u>Menu 5</u></b>	<b><u>Menu 6</u></b>
Cheese Tortellini	Sloppy Joe Mix	BBQ Pork Ribs
Mexican Rice	Mexican Rice	Ground Red Pepper
Cookie (various)	Cracker	Wheat Snack Bread (2)
	Peanut Butter	BBQ Sauce
M&M's	M&M's	Skittles
Beverage Base	Beverage Base	Beverage Base
FRH	FRH	FRH
Dining Kit <sup>2</sup>	Dining Kit <sup>2</sup>	Dining Kit <sup>2</sup>
<b><u>Menu 7</u></b>	<b><u>Menu 8</u></b>	<b><u>Menu 9</u></b>
Beef Ravioli	Spaghetti	Chicken Fajitas
Fruit <sup>1</sup>	Fruit <sup>1</sup>	Mashed, Potatoes
Cookie (various)	Cracker	Osmotic Fruit
Peanuts, Salted	Peanut Butter	Wheat Snack Bread
Tootsie Roll (2)	Skittles	Cookies (various)
Beverage Base	Beverage Base	Beverage Base
	Red Pepper	Tootsie Roll (2)
FRH	FRH	FRH
Dining Kit <sup>2</sup>	Dining Kit <sup>2</sup>	Dining Kit <sup>2</sup>
<b><u>Menu 10</u></b>	<b><u>Menu 11</u></b>	<b><u>Menu 12</u></b>
Vegetarian Lasagna	Beef Enchilada	Penne Pasta
Fruit <sup>1</sup>	Osmotic Fruit	Cracker
Peanuts, Salted	Cracker	Hot Sauce
Cracker	Hot Sauce	Peanut Butter
M&M's	Dairyshake	Skittles
Beverage Base	FRH	Beverage Base
FRH	Dining Kit <sup>2</sup>	FRH
Dining Kit <sup>2</sup>		Dining Kit <sup>2</sup>

1 - One of either Applesauce (Fortified or Raspberry), Spiced Apples, Mixed Fruit, Pears or Pineapple.  
 2 - Dining Kit includes napkin, spoon, coffee, sugar, black pepper, salt, creamer, and a moist towelette.

**LSN: 8970-01-E10-0240**

<b><u>Menu 1</u></b>	<b><u>Menu 2</u></b>	<b><u>Menu 3</u></b>
Spaghetti	Beef Ravioli	BBQ Pork Rib
Dairy Shake	Beverage Base	Dairy Shake
Crackers	Peanut Butter	Crackers
Hot Sauce	Crackers	Red Pepper
Skittles Candy	Red Pepper	Skittles Candy
Flameless Heater	Chocolate Peanut Disk Candy	Flameless Heater
Dining Kit*	Flameless Heater	Dining Kit*
	Dining Kit*	
<b><u>Menu 4</u></b>	<b><u>Menu 5</u></b>	<b><u>Menu 6</u></b>
Beef Stew	Chicken with Noodles	Cheese Tortellini
Dairy Shake	Beverage Base	Beverage Base
Crackers	Raisins	Peanut Butter
Plain Chocolate Disks Candy	Cookie Packet	Crackers
Flameless Heater	Plain Chocolate Disks Candy	Red Pepper
Dining Kit*	Flameless Heater	Skittles Candy
	Dining Kit*	Flameless Heater
		Dining Kit*
<b><u>Menu 7</u></b>	<b><u>Menu 8</u></b>	<b><u>Menu 9</u></b>
Chili and Macaroni	Chili with Beans	Sloppy Joe
Dairy Shake	Beverage Base	Beverage Base
Crackers	Cranberries	Cranberries
Red Pepper	Crackers	Crackers
Chocolate Peanut Disks Candy	Hot Sauce	Red Pepper
Flameless Heater	Chocolate Peanut Disks Candy	Cookie Packet
Dining Kit*	Flameless Heater	Flameless Heater
	Dining Kit*	Dining Kit*
<b><u>Menu 10</u></b>	<b><u>Menu 11</u></b>	<b><u>Menu 12</u></b>
Beef Patty	Spicy Penne Pasta	Meatballs with Marinara
Beverage Base	Beverage Base	Beverage Base
Peanut Butter	Peanut Butter	Raisins
Tortillas	Crackers	Crackers
Plain Chocolate Disks Candy	Red Pepper	Hot Sauce
Flameless Heater	Cookie Packet	Chocolate Peanut Disks Candy
Dining Kit*	Flameless Heater	Flameless Heater
	Dining Kit*	Dining Kit*

\*Dining Kit: Spoon, Salt, Pepper, Creamer, Coffee, Sugar, Towelette, Napkin.

**Block 27b.**

FAR 52.212-4 CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS (JUNE 2010)

FAR 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS– COMMERCIAL ITEMS (AUG 2011)

(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 (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

\_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 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 (Jul 2010) (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) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (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).

\_\_\_ (8) 52.219-3, Notice of Total HUBZone Set-Aside or Sole-Source Award (Jan 2011) (15 U.S.C. 657a).

✓ (9) 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).

\_\_\_ (10) [Reserved]

\_\_\_ (11)(i) 52.219-6, Notice of Total Small Business Set-Aside (June 2003) (15 U.S.C. 644).

\_\_\_ (ii) Alternate I (Oct 1995) of 52.219-6.

\_\_\_ (iii) Alternate II (Mar 2004) of 52.219-6.

\_\_\_ (12)(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.

✓ (13) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

✓ (14)(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.

\_\_\_ (15) 52.219-14, Limitations on Subcontracting (Dec 1996) (15 U.S.C. 637(a)(14)).

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

\_\_\_ (17)(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.

\_\_\_ (18) 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).

\_\_\_ (19) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_ (20) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004) (15 U.S.C. 657 f).

✓ (21) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2009) (15 U.S.C. 632(a)(2)).

\_\_\_ (22) 52.219-29 Notice of Total Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2011).

\_\_\_ (23) 52.219-30 Notice of Total Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2011).

✓ (24) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

✓ (25) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jul 2010) (E.O. 13126).

✓ (26) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

✓ (27) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

✓ (28) 52.222-35, Equal Opportunity for Veterans (Sep 2010)(38 U.S.C. 4212).

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

✓ (30) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

\_\_\_ (31) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_ (32) 52.222-54, Employment Eligibility Verification (Jan 2009). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_ (33)(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.)

\_\_\_ (34) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_ (35)(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.

\_\_\_ (36) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Aug 2011) (E.O. 13513).

\_\_\_ (37) 52.225-1, Buy American Act—Supplies (Feb 2009) (41 U.S.C. 10a-10d).

\_\_\_ (38)(i) 52.225-3, Buy American Act—Free Trade Agreements—Israeli Trade Act (June 2009) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, and 110-138).

\_\_\_ (ii) Alternate I (Jan 2004) of 52.225-3.

\_\_\_ (iii) Alternate II (Jan 2004) of 52.225-3.

\_\_\_ (39) 52.225-5, Trade Agreements (Aug 2009) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

\_\_\_ (40) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

\_\_\_ (41) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

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

\_\_\_ (43) 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)).

\_\_\_ (44) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

✓ (45) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct 2003) (31 U.S.C. 3332).

\_\_\_ (46) 52.232-34, Payment by Electronic Funds Transfer—Other than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

\_\_\_ (47) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

\_\_\_ (48) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_ (49)(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.).

\_\_\_ (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 (Sept 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 (Jan 2009).

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

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

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

(End of clause)

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

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

paragraphs (d)(1) and (e)(1) of the basic clause as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

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

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

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

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

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

FAR 52.247-34 F.O.B. DESTINATION (NOV 1991)

**Block 29.** This contract constitutes the Government's acceptance of The Wornick Company's offer, including all revisions and amendments thereto, under Request for Proposals SPM3S1-08-R-7051, Amendments 0001 through 0007, and attachments 1 through 3. Performance under this contract shall be governed by the terms and conditions of RFP SPM3S1-08-R-7051 including all amendments, to which The Wornick Company took no exception.