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|--|--|---|---|---|-------------------------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NUMBER | PAGE 1 OF 10 |
| 2. CONTRACT NO. SPE3S1-14-D-Z106 | 3. AWARD/EFFECTIVE DATE 2014 AUG 13 | 4. ORDER NUMBER | 5. SOLICITATION NUMBER | 6. SOLICITATION ISSUE DATE | |
| 7. FOR SOLICITATION INFORMATION CALL: | a. NAME | | b. TELEPHONE NUMBER (No collect calls) | | 8. OFFER DUE DATE/ LOCAL TIME |
| | 9. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: Tiendung Nguyen PSPTRC4 Tel: 215-737-0825 Fax: 215-737-4115 Email: TIENDUNG.NGUYEN@DLA.MIL | | 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) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD: | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | 12. DISCOUNT TERMS Net 30 days | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING |
| 15. DELIVER TO SEE SCHEDULE | | 16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS: None | 14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP | | |
| 17a. CONTRACTOR/OFFEROR WORNICK COMPANY, THE DBA 4700 CREEK RD CINCINNATI OH 45242-2808 USA TELEPHONE NO. 5135527406 | 18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 369031 COLUMBUS OH 43236-9031 USA | 16. ADMINISTERED BY CODE SPE3S1 | | | |
| 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/> | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE |
| | See Schedule | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) ██████████ | |
| <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 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 <u>1</u> 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 | | | <input type="checkbox"/> 29. AWARD OF CONTRACT: REF. SPE3S1-14-R-0008 OFFER DATED <u>2014-Jun-25</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS: | | |
| 30a. SIGNATURE OF OFFEROR/CONTRACTOR | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | |
| 30b. NAME AND TITLE OF SIGNER (Type or Print) | | 30c. DATE SIGNED | 31b. NAME OF CONTRACTING OFFICER (Type or Print) | | 31c. DATE SIGNED |
| | | | JAMES A. LECOLLIER | | 2014 AUG 13 |

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 days from the day the delivery order is issued.

Block 10-13. This contract is an Indefinite Quantity Contract (IQC) under which the Contractor shall function as the supplier for the items below.

Item Description: Tailor Operation Training Meal (TOTM). The TOTM is a shelf stable, lunch/dinner, individual, ready-to-eat item that is packaged 12 menus per case. The Wornick Company is awarded as following:

| 8970-01-628-7266 | Price | Min Qty | | Est Qty | | Max Qty | |
|------------------|--------|---------|--------|---------|--------|---------|--------|
| Tier 1 | ██████ | 12,000 | ██████ | 36,000 | ██████ | 48,000 | ██████ |
| Tier 2 | ██████ | 12,000 | ██████ | 36,000 | ██████ | 48,000 | ██████ |
| Tier 3 | ██████ | 12,000 | ██████ | 36,000 | ██████ | 48,000 | ██████ |
| Tier 4 | ██████ | 12,000 | ██████ | 36,000 | ██████ | 48,000 | ██████ |
| Tier 5 | ██████ | 12,000 | ██████ | 36,000 | ██████ | 48,000 | ██████ |

Minimum for 5-year period of this item is: 12,000 cases. The minimum dollar value is ██████████
 Maximum for 5-year period of this item is: 240,000 cases. The maximum dollar value is ██████████

The effective period of the contract is:

- Tier 1- August 13, 2014 through August 12, 2015
- Tier 2- August 13, 2015 through August 12, 2016
- Tier 3- August 13, 2016 through August 12, 2017
- Tier 4- August 13, 2017 through August 12, 2018
- Tier 5- August 13, 2018 through August 12, 2019

Prices are subject to economic price adjustments listed in The Wornick Company’s offer in accordance with DLAD 52.216-9063 Economic Price Adjustment (EPA) Tailored Operational Training Meal (TOTM)(NOV 2011).

NSN: 8970-01-628-7266 Type I, Shelf Stable, Lunch/Dinner, Individual, Ready-to-Eat, 1 Each of 12 Menus

| | | |
|--|--|--|
| <p style="text-align: center;">1</p> <p>MRE Spaghetti w/Beef & Sauce MRE Wet Pack Fruit Pkt Patriotic Cookies Pkt Pretzels MRE trans fatfree Candy II General Variety Cappuccino, Mocha LRP Flameless Heater Bag, TOTM Menu Dining Kit TOTM</p> | <p style="text-align: center;">2</p> <p>MRE Beef Ravioli MRE Wet Pack Fruit Pkt Patriotic Cookies Pkt Pretzels MRE trans fatfree Candy II General Variety Bev, Lemon-Lime TOTM Flameless Heater Bag, TOTM Menu Dining Kit TOTM</p> | <p style="text-align: center;">3</p> <p>MRE BBQ Flav Pork Riblet MRE Wet Pack Fruit Pkt Patriotic Cookies Candy II General Variety Pkt Pretzels MRE trans fatfree Cappuccino, Mocha LRP Flameless Heater Bag, TOTM Menu Dining Kit TOTM</p> |
| <p style="text-align: center;">4</p> <p>MRE Beef Stew MRE Wet Pack Fruit Peanut Butter, TOTM Pkt. Crackers, Regular MRE Candy II General Variety Bev, Lemon-Lime TOTM Flameless Heater Bag, TOTM Menu Dining Kit TOTM</p> | <p style="text-align: center;">5</p> <p>MRE Chicken w/ Noodles MRE Wet Pack Fruit Pkt Patriotic Cookies Pkt Pretzels MRE trans fatfree Candy II General Variety Cappuccino, Mocha LRP Flameless Heater Bag, TOTM Menu Dining Kit TOTM</p> | <p style="text-align: center;">6</p> <p>MRE Cheese Tortellini MRE Wet Pack Fruit Pkt Patriotic Cookies Pkt Pretzels MRE trans fatfree Candy II General Variety Cappuccino, Mocha LRP Flameless Heater Bag, TOTM Menu Dining Kit TOTM</p> |
| <p style="text-align: center;">7</p> <p>MRE Chili and Macaroni MRE Wet Pack Fruit Pkt Patriotic Cookies Pkt Pretzels MRE trans fatfree Candy II General Variety Bev, Lemon-Lime TOTM Flameless Heater Bag, TOTM Menu Dining Kit TOTM</p> | <p style="text-align: center;">8</p> <p>MRE Chili w/ Beans MRE Wet Pack Fruit Pkt Patriotic Cookies Pkt Pretzels MRE trans fatfree Candy II General Variety Cappuccino, Mocha LRP Flameless Heater Bag, TOTM Menu Dining Kit TOTM</p> | <p style="text-align: center;">9</p> <p>MRE Ratatouille MRE Wet Pack Fruit Peanut Butter, TOTM Pkt. Crackers, Regular MRE Candy II General Variety Bev, Lemon-Lime TOTM Flameless Heater Bag, TOTM Menu Dining Kit TOTM</p> |
| <p style="text-align: center;">10</p> <p>MRE Vegetable Taco Pasta MRE Wet Pack Fruit Pkt Patriotic Cookies Pkt Pretzels MRE trans fatfree Candy II General Variety Cappuccino, Mocha LRP Flameless Heater Bag, TOTM Menu Dining Kit TOTM</p> | <p style="text-align: center;">11</p> <p>MRE WW Penne Veg Sausage MRE Wet Pack Fruit Peanut Butter, TOTM Pkt. Crackers, Regular MRE Candy II General Variety Bev, Lemon-Lime TOTM Flameless Heater Bag, TOTM Menu Dining Kit TOTM</p> | <p style="text-align: center;">12</p> <p>MRE Meatballs w/Marinara MRE Wet Pack Fruit Pkt Patriotic Cookies Pkt Pretzels MRE trans fatfree Candy II General Variety Bev, Lemon-Lime TOTM Flameless Heater Bag, TOTM Menu Dining Kit TOTM</p> |

Cappuccino/Dairy Shake can be substituted by Beverage Base (any flavor) for any menu.

Pretzels trans fatfree or Pretzels.

52.212-4 Contract Terms and Conditions -- Commercial Items (May 2014) is incorporated in this contract by reference. Its full text may be accessed electronically at

http://farsite.hill.af.mil/reghtml/regs/far2afmcfars/fardfars/far/52_000.htm#P1760_244281.

Text is available for viewing in Subpart 52.2 Text of Provisions and Clauses, through either the HTML or PDF Format Links.

52.212-5 -- Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items (Jul 2014)

(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) (Public Laws 108-77, 108-78 (19 U.S.C. 3805 note)).

(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. 4704 and 10 U.S.C. 2402).

X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

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

X (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2013) (Pub. L. 109-282) (31 U.S.C. 6101 note).

___ (5) [Reserved]

___ (6) 52.204-14, Service Contract Reporting Requirements (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

___ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Jan 2014) (Pub. L. 111-117, section 743 of Div. C).

X (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Aug 2013) (31 U.S.C. 6101 note).

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

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

(11) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

___ (12) 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).

___ (13) [Reserved]

___ (14) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

___ (ii) Alternate I (Nov 2011).

___ (iii) Alternate II (Nov 2011).

___ (15) (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.

X (16) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)).

X (17) (i) 52.219-9, Small Business Subcontracting Plan (Jul 2013) (15 U.S.C. 637 (d)(4)).

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

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

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

___ (18) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

___ (19) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

X (20) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

___ (21) (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.

___ (22) 52.219-25, Small Disadvantaged Business Participation Program—Disadvantaged Status and Reporting (Jul 2013) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (23) 52.219-26, Small Disadvantaged Business Participation Program—Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (24) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

X (25) 52.219-28, Post Award Small Business Program Rerepresentation (Jul 2013) (15 U.S.C. 632(a)(2)).

___ (26) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Jul 2013) (15 U.S.C. 637(m)).

___ (27) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Jul 2013) (15 U.S.C. 637(m)).

X (28) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

X (29) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Jan 2014) (E.O. 13126).

X (30) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

(31) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

X (32) 52.222-35, Equal Opportunity for Veteran (Jul 2014) (38 U.S.C. 4212).

X (33) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

X (34) 52.222-37, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

X (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

___ (36) 52.222-54, Employment Eligibility Verification (Aug 2013). (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.)

___ (37) (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.)

___ (38) (i) 52.223-13, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514

___ (ii) Alternate I (Jun 2014) of 52.223-13.

___ (39) (i) 52.223-14, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-14.

___ (40) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

___ (41) (i) 52.223-16, Acquisition of EPEAT® -Registered Personal Computer Products (Jun 2014) (E.O.s 13423 and 13514).

___ (ii) Alternate I (Jun 2014) of 52.223-16.

X (42) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

X (43) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

___ (44) (i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 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 (May 2014) of 52.225-3.

___ (iii) Alternate II (May 2014) of 52.225-3.

___ (iv) Alternate III (May 2014) of 52.225-3.

___ (45) 52.225-5, Trade Agreements (Nov 2013) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

X (46) 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).

___ (47) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Jul 2013) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2303 Note).

___ (48) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

___ (49) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

___ (50) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).

___ (51) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

X (52) 52.232-33, Payment by Electronic Funds Transfer— System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (53) 52.232-34, Payment by Electronic Funds Transfer—Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

___ (54) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

___ (55) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

___ (56) (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 Labor Standards (May 2014) (41 U.S.C. chapter 67.).

___ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (May 2014) (29 U.S.C.206 and 41 U.S.C. chapter 67).

___ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

___ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).

___ (7) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495).

___ (8) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

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

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

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

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

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

(e)

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

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Apr 2010) (41 U.S.C. 3509).

(ii) 52.219-8, Utilization of Small Business Concerns (May 2014) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

(v) 52.222-35, Equal Opportunity for Veterans (Jul 2014) (38 U.S.C. 4212).

(vi) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(vii) 52.222-17, Employment Reports on Veterans (Jul 2014) (38 U.S.C. 4212).

(viii) 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.

(ix) 52.222-41, Service Contract Labor Standards (May 2014), (41 U.S.C. chapter 67).

(x) 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)).

(xi) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67.)

(xii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67)

(xiii) 52.222-54, Employment Eligibility Verification (Aug 2013).

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

(xv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xvi) 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.

Block 29. This contract constitutes the Government's acceptance of the Wornick Company's offer, including all revision, attachments and amendments thereto under Request for Proposal SPE3S1-14-R-0008. Performance under this contract shall be governed by the terms and conditions of RFP SPE3S1-14-R-0008 including all amendments, to which the Wornick Company took no exception.