

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>			1. CONTRACT ID CODE	PAGE OF PAGES 1   15
2. AMENDMENT/MODIFICATION NO. 0001	3. EFFECTIVE DATE 5/21/2013	4. REQUISITION/PURCHASE REQ. NO. N/A	5. PROJECT NO. (If applicable)	
6. ISSUED BY DLA TROOP SUPPORT -DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA, PA 19111-5092 POC: Anna Nguyen/215-737-7731/FTAA	CODE SPM300	7. ADMINISTERED BY (If other than Item 6) CODE Same as Block 6.		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)		(X)	9A. AMENDMENT OF SOLICITATION NO. SPM300-13-R-0063	
		✓	9B. DATED (SEE ITEM 11) 4/26/2013	
			10A. MODIFICATION OF CONTRACT/ORDER NO.	
			10B. DATED (SEE ITEM 13)	
CODE	FACILITY CODE			

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended. Offer must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning 1 copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. Accounting and Appropriation Data (If required)

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

(X)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor  is not,  is required to sign this document and return \_\_\_\_\_ copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Subject solicitation is hereby amended as detailed on the following pages 2-15.

The solicitation closing date has been extended to June 11, 2013 at 2:00 p.m. Eastern Time.

All other terms and conditions remain unchanged.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF SIGNER (Type or print) SEAN GEMMELL, CONTRACTING OFFICER	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA BY  (Signature of Contracting Officer)	16C. DATE SIGNED

**1. Page 1 – Block 8, Offer Due Date/Local Time:**

The solicitation closing date has been extended to June 11, 2013 2:00 p.m. eastern time.

**2. Page 1 – Block 10, NAICS code:**

Delete:

311999

Replace with:

424410

**3. Page 1 – Block 18a and Page 15 – part (9), P.O. Box:**

Delete:

P.O. Box 18317

Replace with:

P.O. Box 182317

**4. Page 6, number 9 of the checklist:**

Delete:

For all offered delivered prices, submit two copies of MANUFACTURER’S/GROWER’S/ PRIVATE LABEL HOLDER’S or Redistributor’s invoice for the last product received by the offeror, showing the cost/price of the proposed items for week of 04/07/2013, if such inventory cost/price equals the delivered price for the last received product?

Replace with:

For all offered delivered prices, submit two copies of MANUFACTURER’S/GROWER’S/PRIVATE LABEL HOLDER’S or Redistributor’s invoice for the last product received by the offeror AND two copies of a screen shot of the Delivered Price in your electronic purchasing system, showing the cost/price of the proposed items for week of 04/07/2013, if such inventory cost/price equals the delivered price for the last received product?

**5. Page 6 – CAUTION NOTICE,**

Add the following:

This solicitation includes some provisions that differ from past DLA Troop Support solicitations. Following are notes summarizing some major new language, for information purposes. Please refer to the full text of the provisions in the body of the solicitation.

**Rebates, Discounts and Price Related Provisions (See Statement of Work / Section I / paragraph 8, pages 53)**

This solicitation includes a section titled Rebates, Discounts and Price Related Provisions. This section defines specific Government Rebates and Discounts, which are to be passed to the Government in the form of a reduced catalog price. It also defines exceptions to this requirement. These exceptions include earned income, qualifying early payment discounts, and limited discounts designated for customers other than the Government.

**Weighting Factor (See Price Proposal Evaluation / Section I Price Proposal, Page 124)**

This solicitation includes the use of a weighting factor in the Price Proposal evaluation. For purposes of the Price Proposal Evaluation, Weighted Aggregate Distribution Price and Aggregate Delivered Price are considered equal. This equality is accounted for mathematically by applying a weighting factor of 11.5 (based on current Government data) to the Aggregate Distribution Price. Each offeror's total evaluated price will be calculated by adding the Weighted Aggregate Distribution Price and the Aggregate Delivered Price to arrive at the Weighted Aggregate Unit Price.

**Private Label Savings (See Statement of Work, Section VI. Special Contract Requirements/ paragraph 2. Management Reports / 12. Private Label Savings, page 100)**

This solicitation includes a new management report, Private Label Savings. This report requires the Contractor to identify savings associated with using private label items, and to identify potential savings by recommending private labels in lieu of brand names for like items.

**6. Page 26, after DFARS 252.225-7021, Trade Agreements:**

Add the following:

“(NOTE: the following FSC’s apply: 72, 73, 81, and 85 (please note only the applicable ones in this acquisition need be cited). The Berry Amendment does not apply to the applicable FSC’s.)”

**7. Page 45, paragraph 2. A. 1, EFFECTIVE PERIOD OF CONTRACT – INDEFINITE QUANTITY CONTRACT**

Delete:

An incumbent Contractor who receives the award may be afforded less time for start-up/implementation.

Replace with:

An incumbent Contractor who receives the award may be afforded less time for start-up/implementation if it is mutually agreed upon by both parties.

**8. Page 45 and 46 – 4. Catalog & Market Basket Items, Paragraph B., NOTE,**

Delete in its entirety and replace with:

The market basket represents approximately 80% of the contract dollar value per performance period. The items which comprise this 80% of contract dollars per performance period form the basis of the attached price proposal spreadsheets (“ATTACHMENT 1 SPM300-13-R-0063 Price Proposal Zone 1 –KY, WV, OH (4-25-2013),” “ATTACHMENT 2 SPM300-13-R-0063 Price Proposal Zone 2 – KY, TN (4-25-2013),” and “ATTACHMENT 3 SPM300-13-R-0063 Price Proposal Zone 3 – IN, MI, OH (4-25-2013)”). These spreadsheets show, among other information, a detailed item description and the estimated demand data per performance period for each item. Thus, these items represent the majority of the contract value per performance period and the most important customer needs. DLA Troop Support will evaluate your offered prices, which you enter in this spreadsheet. Please take extreme care to complete this spreadsheet accurately (See instructions on page 111).

**9. Page 46 – 4. Catalog & Market Basket Items, Paragraph C., Note 1, “with demand data”** has been removed.

**10. Page 46, paragraph E.**

Delete:

This link, "Abbreviations for Subsistence Item Descriptions," is located in the gray navigation area on the right side of the page, under "TOOLS." This will open a PDF with a list of abbreviations used.

Replace with:

This link, "Abbreviations for Subsistence Item Descriptions," is located in the gray navigation area on the left side of the page, under "TOOLS." This will open a PDF with a list of abbreviations used.

**11. Page 47, paragraph D.**

Delete:

Not currently a requirement; however, if fresh fruits and vegetables and/or market ready items (i.e.fresh bread items) are added to the catalog, shelf-life requirements shall be negotiated.

Replace with:

Not currently a requirement; however, if fresh fruits and vegetables and/or market ready items (i.e.fresh bread items) are added to the catalog, shelf-life requirements will be in accordance with best commercial practices.

**12. Page 65, Section 14C**

Any reference to the word "vendor" shall be replaced with "contractor," except when the Prime Vendor program is being referenced.

**13. Page 81, paragraph 1. A., START-UP / IMPLEMENTATION PERIOD**

Delete:

An incumbent Contractor who receives the award may be afforded less time for start-up/implementation.

Replace with:

An incumbent Contractor who receives the award may be afforded less time for start-up/implementation if it is mutually agreed upon by both parties.

**14. Page 86-87, SECTION 7B**

Any reference to the word "vendor" shall be replaced with "contractor," except when the Prime Vendor program is being referenced.

**15. On page 91, paragraph 1. d:**

Delete:

Each Contractor request to the Contracting Officer to add new item(s) must include the following documentation: copy of manufacturer's/grower's/private label holder's or Redistributor's original invoice signifying the delivered price, or a written price quote on the manufacturer's letterhead if the item is not currently in stock, and a copy of the product label.

Replace with:

Each Contractor request to the Contracting Officer to add new item(s) must include the following documentation: copy of manufacturer's/grower's/private label holder's or Redistributor's original invoice and a screen shot in your electronic purchasing system signifying the delivered price, or a written price quote on the manufacturer's letterhead if the item is not currently in stock, and a copy of the product label.

**16. Page 92, paragraph 3.A.**

Delete:

During contract performance, higher fill rates may result in a higher Past Performance and Experience rating for future acquisitions.

Replace with:

During contract performance, failure to achieve fill rate requirements may have a negative effect on past performance ratings for future acquisitions.

**17. Page 100, 11) Earned Income Categories**

Delete in its entirety and replace with:

Any changes, additions or deletions to those categories identified by the contractor in their price proposal that occur during contract performance will be immediately reported by the Contractor as part of its next scheduled monthly management reports. It is not necessary to submit specific dollar amounts of Earned Income, just the categories. Examples of categories are marketing allowances and sales volume incentives.

18. **Page 108 and 109 – Factor I Experience**, paragraphs “3, 4, 5, 6” has been changed to “1, 2, 3, 4”

19. **Page 112 – Paragraph C**, add “Totals” prior to “Distribution Category Pricing”.

20. **Page 112 – Paragraph E**, the following has been added prior to “Distribution Category Pricing Sheet.”

**Totals Sheet:**

For reference purposes, DLA Troop Support has provided offerors with a tab titled “TOTALS” on the price proposal spreadsheet. Offerors do not enter any information in this tab. This tab calculates the offeror’s aggregate offer for the base and option periods, accounting for quantities and other additional calculations. These calculations rely on the information the offeror enters into the other portions of the spreadsheet. Any incorrect information entered by the offeror, therefore, will skew this stated total.

After the offeror submits the price proposal, DLA Troop Support will verify the offeror-entered information based on the offeror-submitted documentation: invoices, quotes and specification sheets.

Note: this is not the offeror’s total evaluated price. The total evaluated price is determined through the process described on solicitation page 113.

**21. On page 113, paragraph O**

Delete in its entirety and replace with:

Input the dollar amount of the NAPA discount deducted from the offeror's UOM Delivered Price as it appears on the offeror's invoice/quote, if applicable. If a NAPA discount is not deducted from the UOM Delivered Price as it appears on the invoice/quote then enter \$0.00. The offeror shall NOT deduct a NAPA discount from its UOM Delivered Price (Column R) when they enter it on the Price Proposal Spreadsheet in accordance with the solicitation's submission requirements (see NOTE under Column R).

EXAMPLES:

1. An invoice/quote shows a UOM Delivered Price of \$18.00. The item has an associated NAPA Discount of \$2.00 per case which is deducted from the offeror's UOM Delivered Price of \$20.00 as it appears on the invoice/quote. Therefore, the offeror must enter \$2.00 in Column O and \$20.00 in Column R.
2. An invoice/quote shows a UOM Delivered Price of \$45.00. The item has an associated NAPA Discount of \$5.00 per case; however, this discount is not deducted from the offeror's UOM Delivered Price (\$45.00) as it appears on the invoice/quote. Therefore, the offeror must enter \$0.00 in Column O and \$45.00 in Column R.

**22. Page 118, III. Earned Income, FAR 52.212-2 – EVALUATION—COMMERCIAL ITEMS (JAN 1999) (a)**

Delete:

“The Government will award a contract...resulting”

Replace with:

“The Government will award one contract per zone...resulting”

**23. Page 119 – Addendum to FAR 52.212-2, Paragraph 1, “in the Statement of Work” has been removed.**

**24. Page 121 – Section A – Technical Factors**

Delete:

IV. SURGE AND SUSTAINMENT

**25. Page 123 – Factor III. Food Defense, “Food Defense Evaluation Key” has been removed.**

**26. Page 123, SECTION B – PAST PERFORMANCE**

The first full paragraph under this section is revised as follows to include fill rate performance:

The Government will evaluate the offeror's record of Past Performance through its written proposal, Government in-house records (if applicable), and the information provided by the

points of contact or references designated by the offeror. Government in-house records will be considered more reliable than information provided by other references. Government in-house records include, but are not limited to, fill rate performance, customer surveys, DLA Troop Support Prime Vendor Product Quality Audit scores, Quality System Management Visit (QSMV) reports, Contractor Performance Assessment Reporting System (CPARS), and destination inspection reports.

27. **Page 123 – Section B - Past Performance**, “Past Performance Evaluation Key” has been removed.

28. **Page 123 – Section B - Past Performance**, it should be “3.0 in the last paragraph.

29. **Add the following revised/new clauses**

#### **52.204-6, Data Universal Numbering System (DEC 12)**

(a) *Definition*. “Data Universal Numbering System (DUNS) number”, as used in this provision, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal Contractors.

(b) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS+4” followed by the DUNS number or “DUNS+4” that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number is a nine-digit number assigned by Dun and Bradstreet, Inc. The DUNS+4 is the DUNS number plus a 4-character suffix that may be assigned at the discretion of the offeror to establish additional CCR records for identifying alternative Electronic Funds Transfer (EFT) accounts (see [Subpart 32.11](#)) for the same concern.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business name.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company physical street address, city, state and ZIP Code.

(iv) Company mailing address, city, state and ZIP Code (if separate from physical).

(v) Company telephone number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

#### **52.204-7 Central Contractor Registration (Dec 2012)**

(a) *Definitions*. As used in this provision—

Solicitation SPM300-13-R-0063

Subsistence CONUS Prime Vendor for Kentucky, West Virginia, Ohio, Tennessee, Michigan, Indiana and Surrounding Areas

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

“Data Universal Numbering 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 the FAR at [Subpart 32.11](#)) for the same concern.

“Registered in the CCR database” means that—

(1) The offeror has entered all mandatory information, including the DUNS number or the DUNS+4 number, as well as data required by the Federal Funding Accountability and Transparency Act of 2006 (see [Subpart 4.14](#)) into the CCR database; and

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

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation “DUNS” or “DUNS +4” followed by the DUNS or DUNS +4 number that identifies the offeror’s name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the CCR database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number—

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and ZIP Code.

(iv) Company Mailing Address, City, State and ZIP Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the CCR database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

**Alternate I (Dec 2012)**

(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the CCR database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation. If registration prior to award is not possible, the awardee shall be registered in the CCR database within 30 days after award or before three days prior to submission of the first invoice, whichever occurs first.

**52.204-12 DATA UNIVERSAL NUMBERING SYSTEM NUMBER MAINTENANCE (DEC 2012)**

(a) *Definition.* “Data Universal Numbering System (DUNS) number,” as used in this clause, means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

(b) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted—

- (1) Via the internet at <http://fedgov.dnb.com/webform> or if the Contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or
- (2) If located outside the United States, by contacting the local Dun and Bradstreet office.

**52.204-13 CENTRAL CONTRACTOR REGISTRATION MAINTENANCE (DEC 2012)**

(a) *Definitions.* As used in this clause—

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

“Data Universal Numbering System (DUNS) number” means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities, which is used as the identification number for Federal contractors.

“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 the FAR at subpart [32.11](#)) for the same concern.

“Registered in the CCR database” means that

- (1) The Contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, into the CCR database; and
- (2) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS), and has marked the record “Active”. The Contractor will be required to provide consent for TIN validation to the Government as a part of the CCR registration process.

(b) The Contractor is responsible for the accuracy and completeness of the data within the CCR database, and for any liability resulting from the Government’s reliance on inaccurate or incomplete data. To remain registered in the CCR database after the initial registration, the Contractor is required to review and update on an annual basis, from the date of initial registration or subsequent updates, its information in the CCR database to ensure it is current, accurate and complete. Updating information in the CCR does not alter the terms and conditions of this contract and is not a substitute for a properly executed contractual document.

(c)

(1)

(i) If a Contractor has legally changed its business name, *doing business as* name, or division name (whichever is shown on the contract), or has transferred the assets used in performing the contract, but has not completed the necessary requirements regarding novation and change-of-name agreements in subpart [42.12](#), the Contractor shall provide the responsible Contracting Officer a minimum of one business day's written notification of its intention to—

(A) Change the name in the CCR database;

(B) Comply with the requirements of subpart [42.12](#) of the FAR; and

(C) Agree in writing to the timeline and procedures specified by the responsible Contracting Officer. The Contractor shall provide with the notification sufficient documentation to support the legally changed name.

(ii) If the Contractor fails to comply with the requirements of paragraph (c)(1)(i) of this clause, or fails to perform the agreement at paragraph (c)(1)(i)(C) of this clause, and, in the absence of a properly executed novation or change-of-name agreement, the CCR information that shows the Contractor to be other than the Contractor indicated in the contract will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the electronic funds transfer (EFT) clause of this contract.

(2) The Contractor shall not change the name or address for EFT payments or manual payments, as appropriate, in the CCR record to reflect an assignee for the purpose of assignment of claims (see FAR subpart [32.8](#), Assignment of Claims). Assignees shall be separately registered in the CCR database. Information provided to the Contractor's CCR record that indicates payments, including those made by EFT, to an ultimate recipient other than that Contractor will be considered to be incorrect information within the meaning of the "Suspension of Payment" paragraph of the EFT clause of this contract.

(3) The Contractor shall ensure that the DUNS number is maintained with Dun & Bradstreet throughout the life of the contract. The Contractor shall communicate any change to the DUNS number to the Contracting Officer within 30 days after the change, so an appropriate modification can be issued to update the data on the contract. A change in the DUNS number does not necessarily require a novation be accomplished. Dun & Bradstreet may be contacted

(i) Via the internet at <http://fedgov.dnb.com/webform> or if the contractor does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office.

(d) Contractors may obtain additional information on registration and annual confirmation requirements at <https://www.acquisition.gov>.

## **252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (FEB 2013)**

(a) *Definitions.* As used in this clause—

"Component" means any item supplied to the Government as part of an end product or of another component.

"End product" means supplies delivered under a line item of this contract.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia  
Austria  
Belgium  
Canada  
Czech Republic  
Denmark

Egypt  
 Finland  
 France  
 Germany  
 Greece  
 Israel  
 Italy  
 Luxembourg  
 Netherlands  
 Norway  
 Poland  
 Portugal  
 Spain  
 Sweden  
 Switzerland  
 Turkey  
 United Kingdom of Great Britain and Northern Ireland.

“Structural component of a tent” —

(i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);

(ii) Does not include equipment such as heating, cooling, or lighting.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“U.S.-flag vessel” means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

(1) Food.

(2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.

(3)(i) Tents and structural components of tents;

(ii) Tarpaulins; or

(iii) Covers.

(4) Cotton and other natural fiber products.

(5) Woven silk or woven silk blends.

(6) Spun silk yarn for cartridge cloth.

(7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.

(8) Canvas products.

(9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).

(10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).

(c) This clause does not apply—

(1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;

(2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool—

(i) Is not more than 10 percent of the total price of the end product; and

(ii) Does not exceed the simplified acquisition threshold in FAR Part 2;

(3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;

(4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;

(5) To chemical warfare protective clothing produced in a qualifying country; or

(6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if—

(i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include—

(A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);

(B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;

(C) Upholstered seats (whether for household, office, or other use); and

(D) Parachutes (Federal Supply Class 1670); or

(ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.

(d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract—

(i) Shall be taken from the sea by U.S.-flag vessels; or

(ii) If not taken from the sea, shall be obtained from fishing within the United States; and

(2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.

**30. ATTACHMENT 7 – Customer Delivery Schedule:****Delete the following customers from Zone 2:**

164850	Muhlenburg JC 3875 State Route Hwy 181N Greenville KY, 42345 8 POC: Mr. Ralph Hill, 270-338-5460 X.542	Tuesday & Thursday 8:00 a.m., 10:00 a.m. - 1:00 p.m., 3:00 p.m.
1633E1	Blue Ridge JC 245 West main Street Marion VA, 24354 POC: Ms. Faye Mauney, 276-783-7221 X.238	Wednesday 5:00 a.m. – 11:00 a.m.

**Add the following customers to Zone 2:**

12511K	Golconda Job Corps Civilian Conservation Route 1 Box 104A Golconda, IL, 62938 POC: Ms. Deborah Bates, 618-285-5254 X.238	Monday & Thursday 2:00 p.m.
124763	Jacobs Creek Job Corps 984 Denton Valley Road Bristol, TN 37620	Monday-Thursday
FT6421	118 <sup>TH</sup> AW/SVS 240 Knapp Blvd Nashville, TN 37217-2538	Wednesday (1 delivery a month)

**The DODAAC for Oconaluftee JC Zone 2 has changed to:**

1245LE	Oconaluftee JC 502 OJC Road Cherokee NC, 28719 POC: Ms. Janice Griffin, 828-497-8046	Wednesday 8:00 a.m. – 10:00 a.m.
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**Delete the following customer Zone 3:**

FT6355	Ohio ANG 2660 S. Eber Rd. Swanton OH, 43558 POC: SSgt Steven Bertonschi, 419-868-4447	1 delivery a month in the morning
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**Add the following customers Zone 3:**

Z15257	US Coast Guard Mackinaw Carbide Dock 900 Portage Ave. Saulte Ste. Marie, MI 49783	Tuesday & Friday 7:00 a.m.
FA6222	Battle Creek Air National Guard 75 Phantom Ave, Battle Creek, MI 49037	Wednesday 1:00 p.m.
FB6221	Selfridge Air National Guard 43156 Wagner St., Bldg 164 Selfridge ANGB, MI 48045	Thursday 1:00 p.m.