

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>				1. CONTRACT ID CODE	PAGE 1	OF 13	PAGES
2. AMENDMENT/MODIFICATION NO. 0005		3. EFFECTIVE DATE 12/17/10	4. REQUISITION/PURCHASE REQ. NO.		5. PROJECT NO. (If applicable)		
6. ISSUED BY Defense Logistics Agency (DLA) Troop Support 700 Robbins Avenue Philadelphia, PA 19111 POC: Thomas Drew (215) 737-4862		CODE	7. ADMINISTERED BY (If other than Item 6)		CODE		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State and ZIP Code)				(X)	9A. AMENDMENT OF SOLICITATION NO. SPM300-11-R-0005		
				X	9B. DATED (SEE ITEM 11) 10/13/10		
					10A. MODIFICATION OF CONTRACT/ORDER NO.		
					10B. DATED (SEE ITEM 11)		
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.

Offers 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 your 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 ONLY APPLIES TO MODIFICATION OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.**

CHECK ONE	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.)

This amendment contains four sections, Section I to clarify two DLA Troop Support responses to vendor pre-proposal questions that were previously responded to in Amendment 0001 dated 23 November 2010. Section II to clarify one DLA Troop Support response to a vendor pre-proposal question that was previously responded to in Amendment 0002 dated 24 November 2010. Section III contains responses to all pre-proposal questions that were not addressed in previous amendments. Pre-Proposal Questions and responses. The clarifications and responses in Sections I, II, and III are provided for clarification purposes only and do not change the requirements in the solicitation. Section IV contains actual revisions (adds/changes/deletions) to the solicitation requirements. All page numbers and section references refer to the original RFP SPM300-11-R-0005 and attachments as issued on 13 October 2010.

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 CONTRACTING OFFICER (Type or print)	
		Linda Ford	
15B. CONTRACTOR/OFFEROR	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA	16C. DATE SIGNED
(Signature of person authorized to sign)		(Signature of Contracting Officer)	

Section I: Clarification to Amendment 0001

34: Referring to the solicitation page 90.

What is the expected date at which we will get the list of MPA holders?

DLA Troop Support Response: When available, the list of MPA holders, the specific items under agreement, and the fixed product prices for those items will be provided via solicitation amendment or contract modification as appropriate prior to the solicitation closing date, during negotiations or during contract implementation (ramp-up/ramp-down). If MPA items are added to this solicitation via solicitation amendment, the fixed MPA item product price will be used for evaluation of the market basket schedule of items for all offerors. The offerors will not be required to have commercial agreements in place with the MPA holders at this time. The Contracting Officer will automatically substitute each offerors market basket product price with the fixed MPA product price despite whether the offered product price is higher or lower than the fixed MPA product price.

94. Reference Attachment 2 Item Schedule Z1. Clarification on “E95 FOR ARMY SUPPORT/BRAND SPECIFIC” Attachment 2 Item Schedule Z1 shows PINK highlights line items as “E95 FOR ARMY SUPPORT/BRAND SPECIFIC”. However no Brands have been provided. VENDOR requests that DLATS disclose the brands required by the Army.

DLA Troop Support Response: Army E95 items identified in the schedule of items for zone 1 (attachment 2) have the brand listed at the end of the item description. Please note that a few E95 brands were via amendment 0003.

Section II: Clarification to Amendment 0002

14. Page 135, delete paragraph I., in the first line change the word “insure” to “ensure”.

Paragraph I on page 135 shall not be deleted. The only change is in the first line to replace “insure” with “ensure”.

Section III: Additional SWA Pre-Proposal Questions

Please be advised that all of the below questions were received from potential offerors as proposal questions. They are being published in Amendment 0004 so that all offerors will be provided the same information with regards to this solicitation.

1. Questions relating to the GOVERNMENT OWNED/CONTRACTOR OPERATED WAREHOUSE SPACE (GOCO) are no longer relevant as this section has been removed from the Statement of Work.

Please note that per #8 in section IV of this amendment; the frequency in deliveries to customers at Al Udeid Air Base has been expanded to up to five times per week.

2. Referring to the solicitation page 138

What is the proportion of deliveries to navy ships in Jebel Ali and Furjarah ?

**DLA Troop Support Response:** It is estimated that 55% of the ship traffic for the United Arab Emirates will go to Fujairah and 10% will go to Jebel Ali. Please note that this is just an estimate based on the past year's support levels and is subject to change as Naval Operations dictate.

3. Reference SOW – Supplies / Services and Prices II. Work to be Performed Zone 2: United Arab Emirates, Oman, Djibouti, Kenya page 59. Customers in Zone 2 include Camp Manda Bay in Kenya. Does the solicitation require a place of performance in Kenya or may the contractor support this customer from its Djibouti place of performance?

**DLA Troop Support Response:** No, a platform in Kenya is not specifically required. The offeror will, however, need to account for required delivery lead times when establishing their proposal and selecting warehouse locations.

4. Reference SOW XIII Pricing, A.4.c) page 80. Routine Airlifts for Zone 2 Djibouti. Can DLA-TS confirm this airlift can be restricted to one source of origin? In addition that customer groups will be restricted from requesting market ready items from other points of origin? Can DLA-TS confirm that market ready items airlifted will be against confirmed orders and received directly by customer at the air hub adjacent to Camp Lemonier? Further, how do DLA-TS anticipate LMR is supported for Camp Samba, Kenya?

**DLA Troop Support Response:** The customer determines what types of Market Ready and FF&V items they require to be cataloged and it is the responsibility of the offeror to determine where they source those items and how they transport them to the customer's delivery locations in accordance with all source and lead-time requirements stated within this solicitation.

For clarification, the point of delivery should be the customer's Dining Facility (DFAC) or storage area. Additionally, market ready items airlifted will be against confirmed orders.

In Kenya local FF&V sources are available. Bread and bakery items are to be supported via frozen products and dairy through UHT items. As a result, the government anticipates that no flights will have to be used.

5. Reference SOW Description and Specifications - II Order placement H Zone 2 Kenya Land Based Customers page 113. Will PV be expected to establish a place of performance in Kenya for land based delivery or will product be shipped on Milair from Camp Lemonier in Djibouti?

Vendor request DLA TS disclose the method in which Camp Simba is currently being supported.

**DLA Troop Support Response:** No, a platform in Kenya is not specifically required. The offeror will however need to account for required delivery lead times when establishing their proposal and selecting warehouse locations.

**Prime Vendor product is currently brought into Kenya via DTS, and is picked up by a third party logistics company. However, going forward the Prime Vendor will be responsible for all transportation to the customer.**

6. Reference SOW Supplies / Services and Prices page60. Navy, CTF-53, is not included as a customer for Kenya. Is it not expected that ships will call out of Mombassa? VENDOR requests DLA TS publish the frequency of ship calls that have taken place

**DLA Troop Support Response:** It is expected that ships will call out of Mombasa. This was addressed in amendment 0002 in Section II, #5. The frequency of ship calls is not available.

7. Reference SOW VII Sofa page 71. Please confirm that USTRANSCOM has the capability to perform point to point delivery to a place of performance in Kenya and that SDDC have local capability to perform customs clearance for inbound cargo.

**DLA Troop Support Response:** SDDC has the capability to deliver to the port of Mombasa and has the capability to perform customs clearance for inbound cargo.

8. Will DTS ship via ocean freight to Kenya from CONUS?

**DLA Troop Support Response:** Yes, DTS will ship directly from the East Coast of CONUS to Kenya.

9. Under attachment-4, items and quantities to be supported for customers in Djibouti (by airfreight) is listed. However, no separate quantities are given for customer in Kenya. Will Local Market Ready (LMR) items for customer in Kenya be provided through Prime Vendor or through a separate BPA? If the LMR items are supplied through a separate BPA, will the successful offeror be able to participate or submit pricing for the BPA and not be going against DLATS' non-compete clause within the solicitation as it is written now?

**DLA Troop Support Response:** The Prime Vendor will be expected to support the FF&V and LMR requirements under this contract. In Kenya local FF&V sources are available. Bread and bakery items are to be supported via frozen products and dairy through UHT items. As a result, flights should not have to be used.

10. Please specify why some items are highlighted in green in the schedule of items.

**DLA Troop Support Response:** Items in green are mandatory source items, and must be purchased from the mandatory source. This is explained in the Statement of Work, in the SUPPLIES/SERVICES AND PRICES section under paragraph XVIII. MANDATORY ITEMS which begins on page 93.

11. In case the price quoted was not based on a twenty-foot equivalent unit (TEU) truck load quantity, (column W: No) what is the conversion that DLA Troop Support will apply to make the price consistent with the others.

**DLA Troop Support Response:** For evaluation purposes, offers should submit product prices based on twenty-foot equivalent unit (TEU) truck load quantities.

12. Would you check line item 771, LSN 7310-01-E08-2529, on zone 1? The description lists both a 12qt w/lid stock pot and a 20qt w/lid stock pot. Let us know which one to price.

**DLA Troop Support Response:** The item description for line item 771 on zone 1 calls for a set of both size stock pots, and should be priced accordingly.

**Section IV:** Revisions (adds/changes/deletions) to the Solicitation

1. On page 21, add the following clause to the table: FAR 52.245-1 Government Property (AUG 2010).
2. On page 23, The Contract Clauses Section, Addendum to FAR 52.212-4 Contract Terms and Conditions Commercial Items (JUN 2010), clause 52.216-18 Ordering (OCT 1995), paragraph a is deleted and replaced with the following:
  - 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 Schedule. Such orders may be issued from date of award through 24 months (including the 105 day implementation phase) for the base term of the contract, and an additional 18 months for each option period exercised.

3. On page 46, FAR 52.212-5 – CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS – COMMERCIAL ITEMS (Oct2010), (b) (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Jul 2010) (Pub. L. 109-282) (31 U.S.C. 6101 note) is checked to be included in this solicitation.
4. DFARS 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (SEP 2010) starting on page 54 is deleted and replaced with the December 2010 version which read as follows:

DFARS 252.212-7001 - CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (DEC 2010)

(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 (JAN 2009) (Section 847 of Pub. L. 110-181).

(2)  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(3)  252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (OCT 2010) (15 U.S.C. 637).

(4)  252.219-7004, Small Business Subcontracting Plan (Test Program) (OCT 2010) (15 U.S.C. 637 note).

(5)  252.225-7001, Buy American Act and Balance of Payments Program (JAN 2009) (41 U.S.C. 10a-10d, E.O. 10582).

(6)  252.225-7008, Restriction on Acquisition of Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

(7)  252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUL 2009) (10 U.S.C. 2533b).

- (8)   X   252.225-7012, Preference for Certain Domestic Commodities (JUN 2010) (10 U.S.C. 2533a).
- (9)        252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).
- (10)        252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (DEC 2010) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).
- (11) (i)   X   252.225-7021, Trade Agreements (NOV 2009) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).
- (ii)        Alternate I (SEP 2008)
- (12)        252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).
- (13)        252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).
- (14)(i)        252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (JUL 2009) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).
- (ii)        Alternate I (JUL 2009) of 252.225-7036.
- (15)        252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).
- (16)   X   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).
- (17)        252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).
- (18)        252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).
- (19)        252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).
- (20)        252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).
- (21)        252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(22)  X  252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(23) \_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Public Law 111-84).

(24)\_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(25)(i)  X  252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10U.S.C. 2631).

(ii)  X  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.

(26) \_\_\_ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR (2000) (10 U.S.C. 2631).

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

(2) 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(3) 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Public Law 110-417).

(4) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C . 2631).

(5) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).



5. At the end of DFARS 252.212-7001 on page 56, the following is inserted:

**FAR 52.204-10 Reporting Executive Compensation and First-Tier Subcontract Awards (Jul 2010)**

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

“Executive” means officers, managing partners, or any other employees in management positions.

“First-tier subcontract” means a subcontract awarded directly by a Contractor to furnish supplies or services (including construction) for performance of a prime contract, but excludes supplier agreements with vendors, such as long-term arrangements for materials or supplies that would normally be applied to a Contractor’s general and administrative expenses or indirect cost.

“Total compensation” means the cash and noncash dollar value earned by the executive during the Contractor’s preceding fiscal year and includes the following (for more information see 17 CFR 229.402(c)(2)):

(1) Salary and bonus.

(2) Awards of stock, stock options, and stock appreciation rights. Use the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2004) (FAS 123R), Shared Based Payments.

(3) Earnings for services under non-equity incentive plans. This does not include group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of executives, and are available generally to all salaried employees.

(4) Change in pension value. This is the change in present value of defined benefit and actuarial pension plans.

(5) Above-market earnings on deferred compensation which is not tax-qualified.

(6) Other compensation, if the aggregate value of all such other compensation (*e.g.*, severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the executive exceeds \$10,000.

(b) Section 2(d) of the Federal Funding Accountability and Transparency Act of 2006 (Pub. L. No. 109-282), as amended by section 6202 of the Government Funding Transparency Act of 2008 (Pub. L. 110-252), requires the Contractor to report information on subcontract awards. The law requires all reported information be made public, therefore, the Contractor is responsible for notifying its subcontractors that the required information will be made public.

(c)(1) Unless otherwise directed by the contracting officer, by the end of the month following the month of award of a first-tier subcontract with a value of \$25,000 or more, (and any modifications to these subcontracts that change previously reported data), the Contractor shall report the following information at <http://www.fsrs.gov> for each first-tier subcontract. (The Contractor shall follow the instructions at <http://www.fsrs.gov> to report the data.)

(i) Unique identifier (DUNS Number) for the subcontractor receiving the award and for the subcontractor's parent company, if the subcontractor has a parent company.

(ii) Name of the subcontractor.

(iii) Amount of the subcontract award.

(iv) Date of the subcontract award.

(v) A description of the products or services (including construction) being provided under the subcontract, including the overall purpose and expected outcomes or results of the subcontract.

(vi) Subcontract number (the subcontract number assigned by the Contractor).

(vii) Subcontractor's physical address including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(viii) Subcontractor's primary performance location including street address, city, state, and country. Also include the nine-digit zip code and congressional district.

(ix) The prime contract number, and order number if applicable.

(x) Awarding agency name and code.

(xi) Funding agency name and code.

(xii) Government contracting office code.

(xiii) Treasury account symbol (TAS) as reported in FPDS.

(xiv) The applicable North American Industry Classification System code (NAICS).

(2) By the end of the month following the month of a contract award, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for the Contractor's preceding completed fiscal year at <http://www.ccr.gov>, if—

(i) In the Contractor's preceding fiscal year, the Contractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm> .)

(3) Unless otherwise directed by the contracting officer, by the end of the month following the month of a first-tier subcontract with a value of \$25,000 or more, and annually thereafter, the Contractor shall report the names and total compensation of each of the five most highly compensated executives for each first-tier subcontractor for the subcontractor's preceding completed fiscal year at <http://www.fsrs.gov> , if—

(i) In the subcontractor's preceding fiscal year, the subcontractor received—

(A) 80 percent or more of its annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(B) \$25,000,000 or more in annual gross revenues from Federal contracts (and subcontracts), loans, grants (and subgrants) and cooperative agreements; and

(ii) The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at <http://www.sec.gov/answers/execomp.htm> .)

(d)(1) If the Contractor in the previous tax year had gross income, from all sources, under \$300,000, the Contractor is exempt from the requirement to report subcontractor awards.

(2) If a subcontractor in the previous tax year had gross income from all sources under \$300,000, the Contractor does not need to report awards to that subcontractor.

(e) Phase-in of reporting of subcontracts of \$25,000 or more.

(1) Until September 30, 2010, any newly awarded subcontract must be reported if the prime contract award amount was \$20,000,000 or more.

(2) From October 1, 2010, until February 28, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$550,000 or more.

(3) Starting March 1, 2011, any newly awarded subcontract must be reported if the prime contract award amount was \$25,000 or more.

6. On page 107 and page 108, delete section XXXV. GOVERNMENT OWNED/CONTRACTOR OPERATED WAREHOUSE SPACE (GOCO).

7. On page 136, at the end of paragraph A, add the following sentence:

Within Zone 1 delivery to Al Udeid Air Base can take place up to 5 times per week.

8. In the ADDENDUM TO FAR 52.212-3, page 212, prior to DLAD 52.233-9000 AGENCY PROTESTS (SEP 1999) insert the following:

**52.225-25 -- Prohibition on Engaging in Sanctioned Activities Relating to Iran—Certification (Sep 2010)**

- (a) Definition.

Person--

- (1) Means--

- (i) A natural person;

(ii) A corporation, business association, partnership, society, trust, financial institution, insurer, underwriter, guarantor, and any other business organization, any other nongovernmental entity, organization, or group, and any governmental entity operating as a business enterprise; and

- (iii) Any successor to any entity described in paragraph (1)(ii) of this definition; and

(2) Does not include a government or governmental entity that is not operating as a business enterprise.

(b) Certification. Except as provided in paragraph (c) of this provision or if a waiver has been granted in accordance with FAR 25.703-2(d), by submission of its offer, the offeror certifies that the offeror, or any person owned or controlled by the offeror, does not engage in any activities for which sanctions may be imposed under section 5 of the Iran Sanctions Act of 1996. These sanctioned activities are in the areas of development of the petroleum resources of Iran, production of refined petroleum products in Iran, sale and provision of refined petroleum products to Iran, and contributing to Iran's ability to acquire or develop certain weapons.

(c) Exception for trade agreements. The certification requirement of paragraph (b) of this provision does not apply if--

- (1) This solicitation includes a trade agreements certification (e.g., 52.225-4, 52.225-11 or comparable agency provision); and
- (2) The offeror has certified that all the offered products to be supplied are designated country end products or designated country construction material.