	A	WAI	RD/CONTRACT	J		ONTRAC <sup>®</sup> DPAS (15			ED ORDER		RATING		PAGE 1	OF	PAGES 17
2. CONTRACT ( <i>Proc. Inst. Ident.</i> ) NO. 3. EFFECTIVE DATE SPE3S1-17-D-Z127 2017 AUG			E DATE 2017 AUG	4. REQUISITION/PURCHASE REQUEST/PROJECT NO. G 04 1000053177											
	SUED			CODE SPE3	I IS1		6. ADN	/INIST	ERED BY (If	other than Ite	em 5)	CODE	SPE3S1		
DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: Matthew Conroy DMC0025 Tel: DSN-444-2183 Email: Matthew.Conroy@dla.mil				6. ADMINISTERED BY ( <i>If other than Item 5</i> ) CODE SPE3S1 DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Criticality: PAS: None											
				No street city	county State	and ZIP Co	de)			8. DELIV	FRY				
7. NAME AND ADDRESS OF CONTRACTOR ( <i>No., street, city, county, State and ZIP Cod</i> SOPAKCO, INC. DBA SOPAKCO PACKAGING 118 S CYPRESS ST MULLINS SC 29574-3004 USA					,			X F 9. DISCC Net 30 (E 10. SUB	FOB ORIGIN DUNT FOR PR Do not Use) MIT INVOICES	COMPT PAY	THER (See	e belo	N)		
											d) TO THE			12	
COD	E 6D	0623		FA	CILITY CODE					ADDRE	SS SHOWN IN	1			
SI	EE SCH		E, DO NOT SHIP TO ADDRE				12. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA COLUMBUS OH 43218-2317								
13. A	UTHO	RITY FC	OR USING OTHER THAN FL	JLL AND OPEN	COMPETITIC	DN:	14. AC	COU	NTING AND A	PPROPRIAT	ION DATA				
	] 10 U	J.S.C. 23	604(c)	41 U.S.C. 2	53(c)										
15A.	ITEM	NO.	15B. S	SUPPLIES/SE	RVICES		1	5C. C	UANTITY	15D. UI	VIT 15E. U	NIT PRICE	15F	. AM	JUNT
			See Schedule				1852	25.00				RACT		\$11	,394,361.00
					16	6. TABLE (	OF CO	NTE	NTS			F			
(X)	SEC.		DESCRIPTIO	N		PAGE(S)	(X)	SEC.		DES	CRIPTION				PAGE(S)
	-		PART I - THE SCH	HEDULE			PART II - CONTRACT CLAUSES								
Х	Α	SOLICI	TATION/CONTRACT FORM			1		I	CONTRACT CI	AUSES					
Х	В	SUPPL	IES OR SERVICES AND PRICES/0	COSTS		2			PART III - L	IST OF DOCU	MENTS, EXHIBI	TS AND OTHE	ER ATTACH.		
	С	DESCR	IPTION/SPECS./WORK STATEM	ENT				J	J LIST OF ATTACHMENTS						
	D	PACKA	AGING AND MARKING						PAF	RT IV - REPRES	ENTATIONS AN	D INSTRUCTI	ONS		
	E	INSPEC	CTION AND ACCEPTANCE					к	-	IONS, CERTIF	ICATIONS AND	OTHER STAT	EMENTS OF	Τ	
	F	DELIVE	ERIES OR PERFORMANCE						OFFERORS						
	G	CONTR	RACT ADMINISTRATION DATA					L	INSTRS., CONI	DS., AND NOT	ICES TO OFFER	ORS			
	Н	SPECIA	AL CONTRACT REQUIREMENTS					М	EVALUATION	FACTORS FOR	RAWARD				
			CON	ITRACTING	OFFICER N	/ILL COM	<b>I</b> PLET	E ITE	EM 17 OR 1	8 AS APPI	LICABLE				
17. X CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				herwise erein. The erned by d (c) such	18. SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number SPE3S1-17-R-0004 including the additions or changes made by you which additions or changes are set forth i full above, is hereby accepted as to the terms listed above and on any continuation sheets This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			et forth in on sheets. (a) the ntractual							
19A.	NAME	AND TI	TLE OF SIGNER (Type or P	rint)			Candi	ce Ca DICE.C	OF CONTRA mpbell AMPBELL@[		CER				
19B.	NAME	OF CO	NTRACTOR		19C. DATE S	BIGNED	20B. UNITED STATES OF AMERICA 20C. DATE SIGNED			NED					
BY							BY L	andice l	Jamphell				201	7 41 10	3 04
( Signature of person authorized to sign)				BY Contracting Officer) 2017 AUG 04											

AUTHORIZED FOR LOCAL REPRODUCTION Previous edition is usable

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT SPE3S1-17-D-Z1		PAGE 2 OF 17 PAGES				
SPE3S1-17-R-0004, all solid	e hereby incorporated by reference is sitation amendments 0001 through 000 Is being accepted by the Government	3, and your final offer, incl					
Effective Period of Perform August 4, 2017 - August 4,							
Schedule of Items: 0001 8970-01-599-4327	Modular Operational Ration Enhance	ement, Hot Weather					
Minimum Quantity: 3,058 cas Estimated Quantity: 12,232 Maximum Quantity: 107,030	cases						
0002 8970-01-581-2505	Modular Operational Ration Enhanc	ement, Cold Weather/ High Al	titude				
Estimated Quantity:6,202 ca	Minimum Quantity: 1,551 cases Estimated Quantity: 6,202 cases Maximum Quantity: 54,270 cases						
Applesauce, Carbohydrate En Caffeinated Chocolate Puddi Chewing Gum, Tablet or Disk Cranberries, Osmotically Dr Almonds, Unblanched, Smoke Filled Pretzels, Cheddar Ch Nuts and Raisins with Pan G First Strike™ Bar Mocha, Mi First Strike™ Bar, Chocolat Toasted Corn Kernels, Plain Energy Gel, Mixed Berry Energy Gel, Lemon-Lime 7132 Energy Gel, Orange 7132	x, With Caffeine, Regular Peppermint ried, Sliced 6202A Flavored 7039 neese 6327 Coated Chocolate Disks 7102 ini 6222 re, Regular 7024 (B) n, Salted 6099 6327 ate Electrolyte, Fruit Punch 70 ate Electrolyte, Grape 7108 ate Electrolyte, Lemon-Lime 71	innamon 7132H 3/7/2022 41					
Baked Snack Crackers, Hot a Beverage Powder, Carbohydra Beverage Powder, Carbohydra Beverage Powder, Carbohydra Beverage Powder, Carbohydra Caffeinated Chocolate Puddi	ate, Tropical Punch 7103 ate, Grape 7107 ate, Lemon-Lime 7100 ate, Orange 7102	32H 02/01/2022					

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED:	PAGE 3 OF 17 PAGES				
	SPE3S1-17-D-Z127					
Toasted Corn Kernels, Plair Crackers, Fortified, Plain						
Energy Gel, Mixed Berry Energy Gel, Lemon-Lime 7132	6327					
First Strike Bar, Mocha, Mi First Strike Bar, Chocolate	ini 6222					
	ured Beef, Fermented, Chopped and Formed, Sticks, Teriyaki	118				
Filled Pretzels, Cheddar Ch						
Toaster Pastry, Brown Sugar						
Delivery terms: F.O.B Origi	in, delivery location(s) will be specified on delivery orders.					
Pricing terms: Firm-Fixed-F	Price.					
Inspection and Acceptance p	point(s):Origin					
	HEREBY INCORPORATED BY REFERENCE: Frequency Identification (JUN 2016) DFARS					
52.222-26 Equal Opportur						
252.225-7002 Qualifying Cou	untry Sources as Subcontractors (Aug 2016) DFARS					
THE FOLLOWING CLAUSES ARE H	or Commercial Items (Sept 2016) HEREBY INCORPORATED BY FULL TEXT:					
_	leting Substances and High Global Warming Potential Hydrofluoroca , insert the following clause:	arbons.				
(a) Definitions. As used in						
given time period compared	means how much a given mass of a chemical contributes to global to the same mass of carbon dioxide. Carbon Dioxide's global warm					
defined as 1.0. "High global warming potent	tial hydrofluorocarbons" means any hydrofluorocarbons in a partic	cular end use for				
that have lower global warm	w Alternatives Policy (SNAP) program has identified other accepta ming potential. The SNAP list of alternatives is found at 40 CFR					
	f alternatives available at (http://www.epa.gov/snap/ ). compounds that only contain hydrogen, fluorine, and carbon.					
"Ozone-depleting substance" 82 as	" means any substance the Environmental Protection Agency designa	tes in 40 CFR Part				
<ul><li>(1) Class I, including, but chloroform; or</li></ul>	t not limited to, chlorofluorocarbons, halons, carbon tetrachlori	de, and methyl				
	out not limited to hydrochlorofluorocarbons. abel products which contain or are manufactured with ozone-deplet	ing substances in				
	nt required by 42 U.S.C. 7671j (b), (c), (d), and (e) and 40 CFR $\sim$	-				
Warning	CE NO. OF DOCUMENT BEING CONTINUED: PAGE 2 OF 14 PAGES					
SPE3S1-17-D-Z123 CONTINUED ON NEXT PAGE						
Contains (or manufactured w	Contains (or manufactured with, if applicable) *, a substance(s) which harm(s) public health and					
environment by destroying ozone in the upper atmosphere. * The Contractor shall insert the name of the substance(s). (c) Reporting. For equipment and appliances that normally each contain 50 or more pounds of						
(C) Reporting. For equipment	it and appriances that normarry each contain 50 of more pounds of	-				

hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons, the Contractor shall-(1) Track on an annual basis, between October 1 and September 30, the amount in pounds of hydrofluorocarbons or refrigerant blends containing hydrofluorocarbons contained in the equipment and appliances delivered to the Government under this contract by-(i) Type of hydrofluorocarbon (e.g., HFC-134a, HFC-125, R-410A, R-404A, etc.); (ii) Contract number; and (iii) Equipment/appliance; (2) Report that information to the Contracting Officer for FY16 and to www.sam.gov, for FY17 and after00 (i) Annually by November 30 of each year during contract performance; and (ii) At the end of contract performance. (d) The Contractor shall refer to EPA's SNAP program (available at http://www.epa.gov/snap ) to identify alternatives. The SNAP list of alternatives is found at 40 CFR part 82, subpart G, with supplemental tables available at http://www.epa.gov/snap . (End of Clause) DFARS 252.225-7001 Buy American and Balance of Payments Program. Basic. As prescribed in 225.1101(2)(i) and (2)(ii), use the following clause: BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM-BASIC (AUG 2016) (a) Definitions. As used in this clause# "Commercially available off-the-shelf (COTS) item"-(i) Means any item of supply (including construction material) that is-(A) A commercial item (as defined in paragraph (1) of the definition of "commercial item" in section 2.101 of the Federal Acquisition Regulation); (B) Sold in substantial quantities in the commercial marketplace; and (C) Offered to the Government, under a contract or subcontract at any tier, without modification, in the same form in which it is sold in the commercial marketplace; and (ii) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. "Component" means an article, material, or supply incorporated directly into an end product. "Domestic end product" means-(i) An unmanufactured end product that has been mined or produced in the United States; or (ii) An end product manufactured in the United States if-(A) The cost of its qualifying country components and its components that are mined, produced, or manufactured in the United States exceeds 50 percent of the cost of all its components. The cost of components includes transportation costs to the place of incorporation into the end product and U.S. duty (whether or not a duty-free entry certificate is issued). Scrap generated, collected, and prepared for processing in the United States is considered domestic. A component is considered to have been mined, produced, or manufactured in the United States (regardless of its source in fact) if the end product in which it is incorporated is manufactured in the United States and the component is of a class or kind for which the Government has determined that-(1) Sufficient and reasonably available commercial quantities of a satisfactory quality are not mined, produced, or manufactured in the United States; or (2) It is inconsistent with the public interest to apply the restrictions of the Buy American statute; or (B) The end product is a COTS item. "End product" means those articles, materials, and supplies to be acquired under this contract for public use. "Foreign end product" means an end product other than a domestic end product. "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 CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED: PAGE 3 OF 14 PAGES SPE3S1-17-D-Z123 CONTINUED ON NEXT PAGE 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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED:	PAGE 5 OF 17 PAGES
	SPE3S1-17-D-Z127	
Austria		
Belgium Canada		
Czech Republic		
Denmark		
Egypt		
Finland		
France		
Germany		
Greece Israel		
Israel Italy		
Japan		
Luxembourg		
Netherlands		
Norway		
Poland		
Portugal		
Slovenia Spain		
Sweden		
Switzerland		
Turkey		
	itain and Northern Ireland.	
	ent" means a component mined, produced, or manufactured in a qual	ifying country.
"Qualifying country end pro	oduct" means- product mined or produced in a qualifying country; or	
	ctured in a qualifying country if -	
	ing types of components exceeds 50 percent of the cost of all its	components:
	uced, or manufactured in a qualifying country.	
	uced, or manufactured in the United States.	
	origin of a class or kind for which the Government has determined	
-	commercial quantities of a satisfactory quality are not mined, pro	duced, or
manufactured in the United (B) The end product is a CO		
	50 States, the District of Columbia, and outlying areas.	
	41 U.S.C chapter 83, Buy American. In accordance with 41 U.S.C.	1907, the
	American statute is waived for an end product that is a COTS item	
	l Acquisition Regulation). Unless otherwise specified, this claus	se applies to all
line items in the contract		
	eliver only domestic end products unless, in its offer, it specif	
	Buy American#Balance of Payments Program Certificate provision of d in its offer that it will deliver a qualifying country end proc	
	country end product or, at the Contractor's option, a domestic e	
	s not include duty for end products or components for which the C	
claim duty-free entry.		
(End of clause)		
	nce for Certain Domestic Commodities. CE NO. OF DOCUMENT BEING CONTINUED: PAGE 4 OF 14 PAGES	
SPE3S1-17-D-Z123	LE NO. OF DOCUMENT BEING CONTINUED. PAGE 4 OF 14 PAGES	
CONTINUED ON NEXT PAGE		
	3(a), use the following clause:	
PREFERENCE FOR CERTAIN DOM	ESTIC COMMODITIES (AUG 2016)	
(a) Definitions. As used in		
"Component" means any item	supplied to the Government as part of an end product or of anoth	er component.

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED:	PAGE 6 OF 17 PAGES
	SPE3S1-17-D-Z127	
	es delivered under a line item of this contract.	
	a country with a reciprocal defense procurement memorandum of us th the United States in which both countries agree to remove bar	
-	e other country or services performed by sources of the other co	_
	mplies, where applicable, with the requirements of section 36 of	
Australia	6) and with 10 U.S.C. 2457. Accordingly, the following are quali	lying countries:
Austria		
Belgium Canada		
Czech Republic		
Denmark		
Egypt Finland		
France		
Germany Greece		
Israel		
Italy		
Japan Luxembourg		
Netherlands		
Norway Poland		
Portugal		
Slovenia		
Spain Sweden		
Switzerland		
Turkey United Kingdom of Croat Bri	itain and Northern Ireland.	
"Structural component of a		
	contributes to the form and stability of the tent (e.g., poles,	frames, flooring,
guy ropes, pegs); (ii) Does not include equip	pment such as heating, cooling, or lighting.	
"United States" means the	50 States, the District of Columbia, and outlying areas.	
	vessel of the United States or belonging to the United States, g national status under the laws of the United States.	including any
	eliver under this contract only such of the following items, eit:	her as end products
-	een grown, reprocessed, reused, or produced in the United States	:
<ul><li>(1) Food.</li><li>(2) Clothing and the mater:</li></ul>	ials and components thereof, other than sensors, electronics, or	other items added
to, and not normally assoc	iated with, clothing and the materials and components thereof. C	lothing includes
items such as outerwear, he insignia.	eadwear, underwear, nightwear, footwear, hosiery, handwear, belt	s, badges, and
(3)(i) Tents and structural	l components of tents;	
(ii) Tarpaulins; or (iii) Covers.		
(4) Cotton and other natura	al fiber products.	
(5) Woven silk or woven sil		
(6) Spun silk yarn for cart CONTINUATION SHEET REFERENCE	CE NO. OF DOCUMENT BEING CONTINUED: PAGE 5 OF 14 PAGES	
SPE3S1-17-D-Z123		
CONTINUED ON NEXT PAGE	coated synthetic fabric, including all textile fibers and yarns	that are for use in
(,, Synchecic Tabric, and (	soarea synchecie fabrie, incruaring all textile fibers and yarns	LINAL ALE LUL USE III

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. (End of clause)

CONTINUATION SHEET	IATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-17-D-Z127						
SUPPLIES/SERVICES: 8970-01-599-4327							
ITEM NO. SUPPLIES/SERVI 0001 8970-01-599-43 FOOD PACKET HC	327 12,323.000	UNIT UNIT PRICE EA \$ 125.09000	AMOUNT \$ 7,741,755.12	_			
WEA PRICING TERMS: Firm Fixe SUPPLIES/SERVICES: 8970-							
<u>CLIN Price</u> 0001 \$ 125.09	Delivery (in days) 0						
QTY VARIANCE: PLUS 0% MI INSPECTION POINT: ORIGIN							
ACCEPTANCE POINT: ORIGIN							
FOB: ORIGIN DELIVERY DA	TE:						
	External PRI PR 1001 N/A	External External PRLI Material N/A N/A	Customer RDD/ Need Ship Date N/A				
**************************************	-*************************************	* * * * * * * * * * * * * * * * * * * *	* * * * * * * * * * * * * * * * * * * *				
ITEM NO. SUPPLIES/SERVI		UNIT UNIT PRICE	AMOUNT	_			
0002 8970-01-581-25 FOOD PACKET, M HIGH ALTITUDE/	IORE,	EA \$ 116.49000	\$ 3,652,605.88				
PRICING TERMS: Firm Fixe	ed Price						
SUPPLIES/SERVICES: 8970-	01-581-2505						

CONTINUATION SHEET	REFERENCE NO. OF DOCUM	IENT BEING CO	NTINUED:	PAGE 9 OF 17 PAGES
	SPE3S1-17	-D-Z127		
	SECTI			
	1 05 05 001771 5			
SUPPLY/SERVICE: 8970-01-58	1-2505 CONT'D			
CLIN Price	Delivery (in days)			
0002 \$ 116.49	0			
QTY VARIANCE: PLUS 0% MINU	IS 0%			
INSPECTION POINT: ORIGIN				
ACCEPTANCE POINT: ORIGIN				
FOB: ORIGIN DELIVERY DATE	::			
GOVT USE				
		External	Customer RDD/	
ITEMPRPRI0002N/AN/A		Material N/A	Need Ship Date N/A	

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO	OF DOCUMENT BEING CONTINUED:	PAGE 10 OF 17 PAGES						
		SPE3S1-17-D-Z127							
SECTION E - INSPECTION AN	ND ACCEPTANCE								
52.246-2 INSPECTION OF S	52.246-2 INSPECTION OF SUPPLIES FIXED PRICE (AUG 1996) FAR								
52.246-16 RESPONSIBILITY	FOR SUPPLIES (APR	1984) FAR							
SECTION F - DELIVERIES OF	R PERFORMANCE								
52.247-29 F.O.B. ORIGIN (F	EB 2006) FAR								
52.247-60 GUARANTEED SH	HIPPING CHARACTERIS	TICS (DEC 1989) FAR							
separately. This information wi sufficient data in paragraph (a) be based on the shipping char absence thereof, by the Contra actual shipping characteristics	Il be used to determine tra (1) of this clause, to perm acteristics submitted by th acting Officer's best estima , exceed the item shipping mount equal to the difference e evaluated shipping char fferor:	) of this clause, for each part or component which ansportation costs for evaluation purposes. If the c it determination by the Government of the item sh e offeror whose offer produces the highest transp ate of the actual transportation costs. If the item sl g costs used for evaluation purposes, the Contract nce between the transportation costs actually incu- racteristics had been accurate.	offeror does not furnish hipping costs, evaluation will portation costs or in the hipping costs, based on the tor agrees that the contract						
(ii) Shipping configuration: K	(nealized down [ ] Cot	; 							
Nested [ ], Other (specify)	alocked-down [ ], Set-u	φ[],							
		;							
(iii) Size of container: " (Length), ´" (W Cubic Ft;	idth), ´" (Height) =								
(iv) Number of items per cont (v) Gross weight of container	r and contents	each; Lbs;							
(vi) Palletized/skidded [ ] Ye (vii) Number of containers pe	s [ ] NO; er pallet/skid	:							
(viii) Weight of empty pallet b									
(ix) Size of pallet/skid and co	ntents	_Lbs;							
Lbs Cube		;							
Lbs Cube (x) Number of containers or p	pallets/skids per railcar	*							
<ul> <li>(A) Size of railcar</li> <li>(B) Type of railcar</li> <li>(xi) Number of containers or</li> </ul>									
(xi) Number of containers or (A) Size of trailer	pallets/skids per trailer	* ₽							
(B) Type of trailer									
* Number of complete units (co (2) To be completed by the Go									
(i) Rate used in evaluation: ;									
(ii) Tender/Tariff: ; (iii) Item: .									
(b) The guaranteed shipping cl requirements, which are specif purpose of evaluating offers ar	fied elsewhere in this solic nd establishing anyliability	n paragraph (a)(1) of this clause do not establish a citation. The guaranteed shipping characteristics w yof the successful offeror for increased transporta sed for evaluation in accordance with paragraph (a	vill be used onlyfor the ation costs resulting from						
		CONTINUED ON	NEXT PAGE						

SECTION I - CONTRACT CLAUSES

52.202-01 DEFINITIONS (NOV 2013) FAR

52.203-03 GRATUITIES (APR 1984) FAR

52.203-05 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR

52.203-06 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR

52.203-07 ANTI-KICKBACK PROCEDURES (MAY 2014) FAR

52.203-08 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) FAR

52.203-14 DISPLAY OF HOTLINE POSTER (OCT 2015) FAR

\*\*\*\*

(3) Any required posters maybe obtained as follows:

Poster(s)/Obtain from

\*\*\*\*

252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS

52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR

## 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS

(a) Definitions. As used in this clause—

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered defense information" means unclassified information that-

(1) ls—

(i) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or (ii) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support of the performance of the contract; and

(2) Falls in any of the following categories:

(i) Controlled technical information.

(ii) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(iii) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(iv) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

(b) *Restrictions*. The Contractor agrees that the following conditions apply to any information it receives or creates in the performance of this contract that is information obtained from a third-party's reporting of a cyber incident pursuant to DFARS clause 252.204-7012, Safeguarding Covered Defense Information and Cyber Incident Reporting (or derived from such information obtained under that clause):

(1) The Contractor shall access and use the information onlyfor the purpose of furnishing advice or technical assistance directly to the Government in support of the Government's activities related to clause 252.204-7012, and shall not be used for any other purpose.

(2) The Contractor shall protect the information against unauthorized release or disclosure.

(3) The Contractor shall ensure that its employees are subject to use and non-disclosure obligations consistent with this clause prior to the employees being provided access to or use of the information.
(4) The third-party contractor that reported the cyber incident is a third-party beneficiary of the non-disclosure agreement between the Government and Contractor, as required by paragraph (b)(3) of this clause.

(5) A breach of these obligations or restrictions may subject the Contractor to-

(i) Criminal, civil, administrative, and contractual actions in law and equity for penalties,

damages, and other appropriate remedies by the United States; and

(ii) Civil actions for damages and other appropriate remedies by the third party that reported the cyber incident, as a third party beneficiary of this clause.

(c) Subcontracts. The Contractor shall include this clause, including this paragraph (c), in subcontracts, or similar contractual instruments, for services that include support for the Government's activities related to safeguarding covered defense information and cyber incident reporting, including subcontracts for commercial items, without alteration, except to identify the parties.

(End of clause)

## 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (OCT 2016) DFARS

(a) Definitions. As used in this clause—

"Adequate security" means protective measures that are commensurate with the consequences and probability of loss, misuse, or unauthorized access to, or modification of information.

"Compromise" means disclosure of information to unauthorized persons, or a violation of the security policy of a system, in which unauthorized intentional or unintentional disclosure, modification, destruction, or loss of an object, or the copying of information to unauthorized media may have occurred.

"Contractor attributional/proprietary information" means information that identifies the contractor(s), whether directly or indirectly, by the grouping of information that can be traced back to the contractor(s) (e.g., program description, facility locations), personally identifiable information, as well as trade secrets, commercial or financial information, or other commercially sensitive information that is not customarily shared outside of the company.

"Contractor information system" means an information system belonging to, or operated by or for, the Contractor.

"Controlled technical information" means technical information with military or space application that is subject to controls on the access, use, reproduction, modification, performance, display, release, disclosure, or dissemination. Controlled technical information would meet the criteria, if disseminated, for distribution statements B through F using the criteria set forth in DoD Instruction 5230.24, Distribution Statements on Technical Documents. The term does not include information that is lawfully publicly available without restrictions.

"Covered contractor information system" means an information system that is owned, or operated by or for, a contractor and that processes, stores, or transmits covered defense information.

"Covered defense information" means unclassified information that-

(i) Is—

(A) Provided to the contractor by or on behalf of DoD in connection with the performance of the contract; or (B) Collected, developed, received, transmitted, used, or stored by or on behalf of the contractor in support

of the performance of the contract; and

(ii) Falls in any of the following categories:

(A) Controlled technical information.

(B) Critical information (operations security). Specific facts identified through the Operations Security process about friendly intentions, capabilities, and activities vitally needed by adversaries for them to plan and act effectively so as to guarantee failure or unacceptable consequences for friendly mission accomplishment (part of Operations Security process).

(C) Export control. Unclassified information concerning certain items, commodities, technology, software, or other information whose export could reasonably be expected to adversely affect the United States national security and nonproliferation objectives. To include dual use items; items identified in export administration regulations, international traffic in arms regulations and munitions list; license applications; and sensitive nuclear technology information.

(D) Any other information, marked or otherwise identified in the contract, that requires safeguarding or dissemination controls pursuant to and consistent with law, regulations, and Governmentwide policies (e.g., privacy, proprietary business information).

"Cyber incident" means actions taken through the use of computer networks that result in a compromise or an actual or potentially adverse effect on an information system and/or the information residing therein.

"Forensic analysis" means the practice of gathering, retaining, and analyzing computer-related data for investigative purposes in a manner that maintains the integrity of the data.

"Malicious software" means computer software or firm ware intended to perform an unauthorized process that will have adverse impact on the confidentiality, integrity, or availability of an information system. This definition includes a virus, worm, Trojan horse, or other code-based entity that infects a host, as well as spyware and some forms of adware.

"Media" means physical devices or writing surfaces including, but is not limited to, magnetic tapes, optical disks, magnetic disks, large-scale integration memory chips, and printouts onto which information is recorded, stored, or printed within an information system.

"Operationally critical support" means supplies or services designated by the Government as critical for airlift, sealift, intermodal transportation services, or logistical support that is essential to the mobilization, deployment, or sustainment of the Armed Forces in a contingency operation.

"Rapid(ly) report(ing)" means within 72 hours of discovery of any cyber incident.

"Technical information" means technical data or computer software, as those terms are defined in the clause at DFARS 252.227-7013, Rights in Technical Data-Non Commercial Items, regardless of whether or not the clause is incorporated in this solicitation or contract. Examples of technical information include research and engineering data, engineering drawings, and associated lists, specifications, standards, process sheets, manuals, technical reports, technical orders, catalog-item identifications, data sets, studies and analyses and related information, and computer software executable code and source code.

(b) Adequate security. The Contractor shall provide adequate security for all covered defense information on all covered contractor information systems that support the performance of work under this contract. To provide adequate security, the Contractor shall—

(1) Implement information systems security protections on all covered contractor information systems including, at a minimum—

(i) For covered contractor information systems that are part of an Information Technology (IT) service or system operated on behalf of the Government—

(A) Cloud computing services shall be subject to the security requirements specified in the clause 252.239-7010, Cloud Computing Services, of this contract; and

(B) Any other such IT service or system (i.e., other than cloud computing) shall be subject to the security requirements specified elsewhere in this contract: or

(ii) For covered contractor information systems that are not part of an IT service or system operated on behalf of the Government and therefore are not subject to the security requirement specified at paragraph (b)(1)(i) of this clause—

(A) The security requirements in National Institute of Standards and Technology (NIST) Special Publication (SP) 800-171, "Protecting Controlled Unclassified Information in Nonfederal Information Systems and Organizations," http://dx.doi.org/10.6028/NIST.SP.800-171 that is in effect at the time the solicitation is issued or as authorized by the Contracting Officer, as soon as practical, but not later than December 31, 2017. The Contractor shall notify the DoD CIO, via email at osd.dibcsia@mail.mil, within 30 days of contract award, of any security requirements specified by NIST SP 800-171 not implemented at the time of contract award; or

(B) Alternative but equally effective security measures used to compensate for the inability to satisfy a particular requirement and achieve equivalent protection accepted in writing by an authorized representative of the DoD CIO; and

(2) Apply other information systems security measures when the Contractor easonably determines that information systems security measures, in addition to those identified in paragraph (b)(1) of this clause, may be required to provide adequate security in a dynamic environment based on an assessed risk or vulnerability.

(c) Cyber incident reporting requirement.

(1) When the Contractor discovers a cyber incident that affects a covered contractor information system or the covered defense information residing therein, or that affects the contractor's ability to perform the requirements of the contract that are designated as operationally critical support, the Contractor shall—

(i) Conduct a review for evidence of compromise of covered defense information, including, but not limited to, identifying compromised computers, servers, specific data, and user accounts. This review shall also include analyzing covered contractor information system(s) that were part of the cyber incident, as well as other information systems on the Contractor's network(s), that may have been accessed as a result of the incident in order to identify compromised covered defense information, or that affect the Contractor's ability to provide operationally critical support; and

(ii) Rapidly report cyber incidents to DoD at http://dibnet.dod.mil.

(2) Cyber incident report. The cyber incident report shall be treated as information created by or for DoD and shall include, at a minimum, the required elements at http://dibnet.dod.mil.

(3) Medium assurance certificate requirement. In order to report cyber incidents in accordance with this clause, the Contractor or subcontractor shall have or acquire a DoD-approved medium assurance certificate to report cyber incidents. For information on obtaining a DoD-approved medium assurance certificate, see http://iase.disa.mil/pki/eca/Pages/index.aspx.

(d) *Malicious software*. The Contractor or subcontractors that discover and isolate malicious software in connection with a reported cyber incident shall submit the malicious software in accordance with instructions provided by the Contracting Officer.

(e) Media preservation and protection. When a Contractor discovers a cyber incident has occurred, the Contractor shall preserve and protect images of all known affected information systems identified in paragraph (c)(1)(i) of this clause and all relevant monitoring/packet capture data for at least 90 days from the submission of the cyber incident report to allow DoD to request the media or decline interest.

(f) Access to additional information or equipment necessary for forensic analysis. Upon request by DoD, the Contractor shall provide DoD with access to additional information or equipment that is necessary to conduct a forensic analysis.

(g) Cyber incident damage assessment activities. If DoD elects to conduct a damage assessment, the Contracting Officer will request that the Contractor provide all of the damage assessment information gathered in accordance with paragraph (e) of this clause.

(h) DoD safeguarding and use of contractor attributional/proprietary information. The Government shall protect against the unauthorized use or release of information obtained from the contractor (or derived from information obtained from the contractor) under this clause that includes contractor attributional/proprietary information, including such information submitted in accordance with paragraph (c). To the maximum extent practicable, the Contractor shall identify and mark attributional/proprietary information. In making an authorized release of such information, the Government will implement appropriate procedures to minimize the contractor attributional/proprietary information that is included in such authorized release, seeking to include only that information that is necessary for the authorized purpose(s) for which the information is being released.

(i) Use and release of contractor attributional/proprietary information not created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is not created by or for DoD is authorized to be released outside of DoD—

(1) To entities with missions that may be affected by such information;

(2) To entities that may be called upon to assist in the diagnosis, detection, or mitigation of cyber incidents;

(3) To Government entities that conduct counterintelligence or law enforcement investigations;

(4) For national security purposes, including cyber situational awareness and defense purposes (including

with Defense Industrial Base (DIB) participants in the program at 32 CFR part 236); or

(5) To a support services contractor ("recipient") that is directly supporting Government activities under a contract that includes the clause at 252.204-7009, Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information.

(j) Use and release of contractor attributional/proprietary information created by or for DoD. Information that is obtained from the contractor (or derived from information obtained from the contractor) under this clause that is created by or for DoD (including the information submitted pursuant to paragraph (c) of this clause) is authorized to be used and released outside of DoD for purposes and activities authorized by paragraph (i) of this clause, and for any other lawful Government purpose or activity, subject to all applicable statutory, regulatory, and policy based restrictions on the Government's use and release of such information.

(k) The Contractor shall conduct activities under this clause in accordance with applicable laws and regulations on the interception, monitoring, access, use, and disclosure of electronic communications and data.

(I) Other safeguarding or reporting requirements. The safeguarding and cyber incident reporting required by this clause in no way abrogates the Contractor's responsibility for other safeguarding or cyber incident reporting pertaining to its unclassified information systems as required by other applicable clauses of this contract, or as a result of other applicable U.S. Government statutory or regulatory requirements.

(m) Subcontracts. The Contractor shall-

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED:	PAGE 15 OF 17 PAGES
	SPE3S1-17-D-Z127	
	(1) Include this clause, including this paragraph (m), in subcontracts, or sin operationally critical support, or for which subcontract performance will inve information system, including subcontracts for commercial items, without a parties; and	olve a covered contractor Iteration, except to identify the
	(2) When this clause is included in a subcontract, require subcontractors to directly to DoD at http://dibnet.dod.mil and the prime Contractor. This inclue number, automatically assigned by DoD, to the prime Contractor (or next h as practicable.	des providing the incident report
	(End of clause)	
252.205-7000 PROVISIO	ON OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DE	C 1991) DFARS
	G THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CO OSED FOR SUSPENSION (OCT 2015) FAR	ONTRACTORS DEBARRED,
252.209-7004 SUBCONT TERRORIST COUNTRY	TRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE (OCT 2015) DFARS	GOVERNMENT OF A
52.210-01 MARKET RE	SEARCH (APR 2011) FAR	
52.211-15 DEFENSE PF	RIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR	
252.211-7005 SUBSTITU	UTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDAR	NOV 2005) DFARS
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specified in paragraph (b) (d) Absent a determination	ocess has been accepted at the facility at which it is proposed for use, but is ) of this clause, submit documentation of Department of Defense acceptance on that an SPI process is not acceptable for this procurement, the Contractors ry or Federal specifications or standards: n for each SPI process)	of the SPI process.
Facility:		
Military or Federal Spec	ification or Standard:	
Affected Contract Line	tem Number, Subline Item Number, Component, or Element:	
****		
52.222-19 CHILD LABO	R - COOPERATION WITH AUTHORITIES AND REMEDIES (OCT 2016)	FAR
52.222-21 PROHIBITION	I OF SEGREGATED FACILITIES (APR 2015) FAR	
52.222-26 EQUAL OPP	ORTUNITY (APR 2015) FAR	
52.222-35 EQUAL OPP	ORTUNITY FOR VETERANS (OCT 2015) FAR	
52.222-36 EQUAL OPP	ORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014) FAR	
52.222-37 EMPLOYMEN	IT REPORTS ON VETERANS (OCT 2015) FAR	
52.222-40 NOTIFICATIO	N OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS	ACT (DEC 2010) FAR
52.223-06 DRUG-FREE	WORKPLACE (MAY 2001) FAR	
252.225-7001 BUY AME	ERICAN ACT AND BALANCE OF PAYMENTS PROGRAM (DEC 2016)	DFARS
	CONTINUED	ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: PAGE 16 OF 17 PAGES SPE3S1-17-D-Z127
252.225-7001 BUY AMERICA	N AND BALANCE OF PAYMENTS PROGRAM (AUG 2016), ALT I (AUG 2016) DFARS
252.225-7002 QUALIFYING	COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2016) DFARS
252.225-7036 BUY AMERICA	N - FREE TRADE AGREEMENTS - BALANCE OF PAYMENTS PROGRAM (DEC 2016) DFARS
52.226-06 PROMOTING EXC	ESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAR 2009) FAR
regulations even though the for conditions. "Excess food" means food that (1) Is not required to meet the (2) Would otherwise be discard "Food-insecure" means incons "Nonprofit organization" means (1) Described in section 501(c) (2) Exempt from tax under sec (b) In accordance with the Fed practicable and safe, to donate people in the United States. (c) Costs. (1) The Contractor, including a transport, maintain the safety of assistance to food-insecure pe (2) The Contractor will not be mexcess food donations are una (d) Liability. The Government a extent provided under the Bill E to supersede State or local hea (e) Flowdown. The Contractor	means food that meets all quality and labeling standards imposed by Federal, State, and local laws and bod may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other meeds of the executive agencies; and ded. isistent access to sufficient, safe, and nutritious food. is any organization that is— ) of the Internal Revenue Code of 1986; and tion 501(a) of that Code. eral Food Donation Act of 2008 (Pub. L. 110-247), the Contractor is encouraged, to the maximum extent excess, apparently wholesome food to nonprofit organizations that provide assistance to food-insecure nysubcontractors, shall assume the responsibility for all the costs and the logistical support to collect, of, or distribute the excess, apparently wholesome food to the nonprofit organization(s) that provides ople. eimbursed for any costs incurred or associated with the donation of excess foods. Any costs incurred for illowable. ind the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall be construed alth regulations (subsection (f) of 42 U.S.C. 1791). shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar 100 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision,
	OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE S CONCERNS (SEP 2004) DFARS
52.229-03 FEDERAL, STATE	, AND LOCAL TAXES (FEB 2013) FAR
52.232-17 INTEREST (MAY	2014) FAR
52.232-23 ASSIGNMENT OF	CLAIMS (MAY 2014) FAR
252.232-7010 LEVIES ON CO	ONTRACT PAYMENTS (DEC 2006) DFARS
52.242-13 BANKRUPTCY (	JUL 1995) FAR
252.243-7002 REQUESTS FC	DR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS
threshold shall bear, at the time behalf of the Contractor:	C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition e of submission, the following certificate executed by an individual authorized to cer tify the request on nade in good faith, and that the supporting data are accurate and complete to the best of my
(Official's Name)	
(Title)	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-17-D-Z127	PAGE 17 OF 17 PAGES							
252.247-7023 TRANSPORATION OF SUPPLIES BY SEA (APR 2014) DFARS									
52.249-02 TERMINATION F	OR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012	2) FAR							
52.249-08 DEFAULT (FIXED	52.249-08 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR								
SECTION J-LIST OF ATTAC	SECTION J - LIST OF ATTACHMENTS								
List of Attachments									
	le Name lateral Signatures.pdf								