|  | R TO COMPLE   |   |  |  | AL ITEMS   | 1. REQUIS   |  | /////   | PAGE   | 23   |
|--|---|---|--|--|--|---|--|---|--|--|
| 2. CONTRACT  | NQ.   | 3 AWARD/EFFE<br>DATE  | CTIVE  | 4. ORDER NU  | MBER   | 5. SOLICI   | TATION N   | UMBER   | 6. SOL<br>OAT  | ICITATION ISS  |
| SPM3S1-1   | 3-D-Z188  | 10.5-2  | 2012   |  |  | SPM3  | 3\$1-12-   | R-0002  | 03/  | 15/2012  |
| 7. FOR SOLICITATION<br>INFORMATION CALL:   |   |   |  | EN KILLIAN   | calis)   |   | MBER (No collect   | LOC<br>04/  | ER DUE DATE<br>AL TIME<br>16/2012<br>D.P.M.                                |  |
| 9 ISSUED BY  |   |   | CODE   | SPM3S1   | 10. THIS ACOU  |   |  |   | ET ASIDE:  | ×  |
| Directorate<br>700 Robbin  | DP SUPPORT-F<br>of Subsistence<br>is Avenue<br>a, PA 19111-50   | 2   |  |  | SMALL BUS<br>HUBZONE S<br>BUSINESS<br>SERVICE-DI<br>VETERAN-C<br>SMALL BUS   | SMALL SABLED  | WOMEN<br>BUSINES   | OWNED SMALL<br>SS (WOSB)<br>CALLY DISADVANTAC<br>WINED SMALL BUSIN  | ess 311  |  |
| TION UNLES   | FOR FOB DESTINA-<br>SS BLOCK IS   | 12 DISCOUNT T   | ERMS   |  | X 13a. THIS (  |   | 13   | b. RATING   |  |  |
|  | CHEDULE   |   |  |  |  | 0 ORDER UND<br>(16 CFR 700)   | DER 14   | METHOD OF SOL   | ICITATION  | XRFP   |
| 16. DELIVER TO   |   | 1   | CODE   | 1  | 16. ADMINISTER   | RED BY  |  |   | CODE   | 1  |
| SEE ORDE   | R   |   |  |  | SAME AS I  | BLOCK 9   |  |   |  |  |
| 17a. CONTRAC   |   |   | ACILITY  |  | 18a. PAYMENT V   | WILL BE MADE  | E BY   | ·   | CODE   | SL4701   |
| Sopakco Pa<br>118 S. Cypr  | ress Street   |   |  |  | DFAS Colu<br>Attn: DFAS<br>P.O. Box 30   | -BVD (SL4<br>69031  | (701)  |   |  |  |
| Mullins, SC  | 29374-3004  |   |  |  | I Columbus.  | OH 43218  |  |   |  |  |
| TELEPHONE NO   | D. (843) 464-785<br>K IF REMITTANCE IS  |   |  |  |  | VOICES TO AL  | DRESS 8  | SHOWN IN BLOCK  | 180 UNLES  | SS BLOCK   |
| TELEPHONE NO<br>17%, CHEC<br>OFFEI<br>19.  | D. (843) 464-785<br>K IF REMITTANCE IS  | S DIFFERENT AND   | 20.  | CH ADDRESS II  |  | VOICES TO AL<br>CHECKED   | DORESS 8   | 23  |  | 24.  |
| TELEPHONE NO   | D. (843) 464-785<br>K IF REMITTANCE IS<br>R   | S DIFFERENT AND   | 20.<br>SUPPLIE   | CH ADDRESS II  | N 185. SUBMIT IN   |   |  | ADDENDUM  |  |  |
| TELEPHONE NO<br>17%, CHEC<br>OFFEI<br>19.  | D. (843) 464-785<br>K IF REMITTANCE IS  | S DIFFERENT AND   | 20.<br>SUPPLIE   | CH ADDRESS II  | N 185. SUBMIT IN   | VOICES TO AL<br>CHECKED   | DORESS 8   | 23  |  | 24.  |
| TELEPHONE NO<br>17%, CHEC<br>OFFEI<br>19.  | D. (843) 464-785<br>K IF REMITTANCE IS<br>R   | S DIFFERENT AND<br>SCHEDULE OF<br>ND Rations-A F  | 20.<br>SUPPLIE   | CH ADDRESS II  | N 185. SUBMIT IN   | VOICES TO AL<br>CHECKED   | DORESS 8   | 23  |  | 24.  |
| TELEPHONE NO<br>17%, CHEC<br>OFFEI<br>19.  | C. (843) 464-785<br>K IF REMITTANCE IS<br>R<br>Unilized Grou  | s different and<br>schedule of<br>up Rations-A F<br>a of Supplies   | 20.<br>SUPPLIE<br>Program  | CH ADDRESS II<br>ESISERVICES<br>M  | N 180. SUBMIT IN<br>BELOWIS  | VOICES TO AL<br>CHECKED   | DORESS 8   | 23  |  | 24.  |
| TELEPHONE NO<br>17%, CHEC<br>OFFEI<br>19.  | C.(843) 464-785<br>K IF REMITTANCE IS<br>R<br>Unilized Grou<br>See Schedule<br>Contract Perio   | s different and<br>schedule of<br>up Rations-A F<br>o of Supplies<br>od 10/1/2012 (   | 20.<br>20.<br>SUPPLII<br>Program   | CH ADDRESS II<br>ES/SERVICES<br>M<br>h 9/30/2017   | N 185. SUBMIT IN<br>BELOWIS  | VOICES TO AL<br>CHECKED   | DORESS 8   | 23  |  | 24.  |
| TELEPHONE NO   | C.(843) 464-785<br>K IF REMITTANCE IS<br>R<br>Unilized Grou<br>See Schedule<br>Contract Perio   | S DIFFERENT AND<br>SCHEDULE OF<br>RP Rations-A F<br>o of Supplies<br>od 10/1/2012 1<br>So and/or Attach Ac<br>TION DATA   | 20.<br>20.<br>SUPPLI<br>Program  | CH ADDRESS II<br>ES/SERVICES<br>M<br>h 9/30/2017   | N 185. SUBMIT IN<br>BELOWIS  | VOICES TO AL<br>CHECKED   | 2008655 8<br>SEE /<br>22.<br>UHHT<br>26. TOT/  | 23  |  | 24.<br>MOUNT   |
| IELEPHONE NO<br>178, CHEC<br>OFFEI<br>19,<br>ITEM NO.<br>5, ACCOUNTING<br>Sopakco Mir<br>278, SCUCITA  | C. (843) 464-785<br>K IF REMITTANCE IS<br>R<br>Unilized Grou<br>See Schedule<br>Contract Perio<br>(Use Reven<br>G AND APPROPRIAT  | S DIFFERENT AND<br>SCHEDULE OF<br>UP Rations-A F<br>of Supplies<br>od 10/1/2012 I<br>So and/or Attach Ac<br>TION DATA<br>/ UGR-A Prog   | 20.<br>20.<br>SUPPLII<br>Program<br>Program<br>Ihrougi   | CH ADDRESS II<br>ES/SERVICES<br>M<br>h 9/30/2017<br>Shools as Necess<br>ax \$849,225<br>52212-4. FAR 52  | N 180. SUBMIT IN<br>BELOWIS<br>3,192.00<br>212-3 ANO 52 212-5 A  | VOICES TO AL<br>CHECKED [<br>21.<br>QUANTITY<br>RE ATTACHED.  | 26. TOT/<br>\$1,1  | ADDENDUM<br>23<br>UNIT PRICE  | IT (For Gov  | 24.<br>MOUNT   |
| 15. ACCOUNTIN<br>5. ACCOUNTIN<br>5 | Contract Perio<br>(Use Reven<br>G AND APPROPRIAT<br>0 \$107,164.06 /<br>ATION INCORPORATES  | S DIFFERENT AND<br>SCHEDULE OF<br>UP Rations-A F<br>of Supplies<br>od 10/1/2012 (<br>So and/or Attach Ac<br>TION DATA<br>/ UGR-A Prog<br>BY REFERENCE FAR<br>INCORPORATES BY<br>D TO SIGN THIS D  | 20.<br>20.<br>SUPPLI<br>Program<br>Program<br>Program<br>Program<br>Program<br>S2212-1,<br>REFEREN<br>OCUMEN   | CH ADDRESS II<br>ES/SERVICES<br>M<br>h 9/30/2017<br>Shools as Necess<br>ax \$849,228<br>(SE FAR 52 212-4. FAR 52<br>(SE FAR 52 212-4.  | 180. SUBMIT IN<br>BELOWIS<br>3, 192.00<br>2123 ANO 52 212-5 A<br>FAR 52 212-3 IS ATTA  | VOICES TO AL<br>CHECKED [<br>21.<br>QUANTITY<br>REATTACHED.<br>ACHED ADDEM<br>20. AWARD OF  | 26. TOT/<br>\$1,;<br>ADDENDA<br>DA   | ADDENDUM<br>23<br>UNIT PRICE<br>UNIT PRICE<br>14<br>14<br>14<br>16<br>18<br>785.36<br>ARE<br>XARE<br>ARE<br>XARE<br>CT: REF. 12ROI<br>2<br>YOUR OFFER | IT (FOT GOV<br>ARE N<br>ARE N<br>002<br>0N SOLIC                           | 24.<br>MOUNT<br>1. Use Only)<br>DI ATTACHED<br>OY ATTACHED<br>OFFER                            |
| IELEPHONE NO<br>TRANSPORT  | C. (843) 464-785<br>K IF REMITTANCE IS<br>R<br>Unilized Grou<br>See Schedule<br>Contract Perio<br>(Use Reven<br>G AND APPROPRIAT<br>h \$107,184.06 /<br>ATION INCORPORATES<br>CT/PURCHASE ORDER<br>ACTOR IS REQUIRED<br>ISSUING OFFICE. C<br>LITEMS SET FORTH<br>SHEETS SUBJECT | S DIFFERENT AND<br>SCHEDULE OF<br>AD Rations-A F<br>a of Supplies<br>od 10/1/2012 (<br>So and/or Attach Ao<br>TION DATA<br>/ UGR-A Prog<br>BY REFERENCE FAR<br>INCORPORATES BY<br>D TO SIGN THIS D<br>CONTRACTOR AGI<br>I OR OTHERWISE I<br>TO THE TERMS AN           | 20.<br>20.<br>SUPPLIF<br>Program<br>Program<br>Program<br>States<br>Program<br>States<br>Program<br>Program<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>S | CH ADDRESS II<br>ES/SERVICES<br>Th<br>b 9/30/2017<br>Shools as Necess<br>ax \$849,224<br>S2 212-4. FAR 52<br>ICE FAR 52 212-4.<br>IT AND RETURN<br>OF URNISH AND<br>EO ABOVE AND | 180. SUBMIT IN<br>BELOWIS<br>3, 192.00<br>212-3 ANO 52 212-5 AN<br>FAR 52 212-3 IS ATTA<br>4 ONE X 2<br>CON ANY (<br>IED S                       | VOICES TO AL<br>CHECKED [<br>21.<br>QUANTITY<br>QUANTITY<br>QUANTITY<br>AUDITITY<br>RE ATTACHED.<br>ACHED ADDEM<br>29. AWARD OF<br>DATED _08/4<br>BLOCK 5). INC<br>SET FORTH HE | 25. TOT/<br>25. TOT/<br>25. TOT/<br>\$1,1<br>ADDENDA<br>CONTRA<br>07/201/<br>CLUDING /<br>CREIN, IS  | ADDENDUM<br>23<br>UNIT PRICE<br>UNIT PRICE<br>ALLAWARD AMOUN<br>316,785.36<br>ARE<br>XARE<br>ARE<br>ARE<br>ARE<br>ARE<br>ARE<br>ARE<br>ARE            | TT (For Gov<br>Are n<br>Are n<br>002<br>ON SOLIC<br>R CHANGE<br>ITEMS      | 24.<br>MOUNT<br>1. Use Only)<br>DI ATTACHED<br>OFFER<br>ITATION<br>IS WHICH ARE                |
| IELEPHONE NO.  | C. (843) 464-785<br>K IF REMITTANCE IS<br>R<br>Unilized Grou<br>See Schedule<br>Contract Perio<br>(Use Reven<br>G AND APPROPRIAT<br>h \$107,184.06 /<br>ATION INCORPORATES<br>CT/PURCHASE ORDER<br>ACTOR IS REQUIRE!<br>ISSUING OFFICE. C                                       | S DIFFERENT AND<br>SCHEDULE OF<br>AD Rations-A F<br>a of Supplies<br>od 10/1/2012 (<br>So and/or Attach Ao<br>TION DATA<br>/ UGR-A Prog<br>BY REFERENCE FAR<br>INCORPORATES BY<br>D TO SIGN THIS D<br>CONTRACTOR AGI<br>I OR OTHERWISE I<br>TO THE TERMS AN           | 20.<br>20.<br>SUPPLIF<br>Program<br>Program<br>Program<br>States<br>Program<br>States<br>Program<br>Program<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>States<br>S | CH ADDRESS II<br>ES/SERVICES<br>Th<br>b 9/30/2017<br>Shools as Necess<br>ax \$849,224<br>S2 212-4. FAR 52<br>ICE FAR 52 212-4.<br>IT AND RETURN<br>OF URNISH AND<br>EO ABOVE AND | 180. SUBMIT IN<br>BELOWIS<br>3, 192.00<br>212-3 ANO 52 212-5 AN<br>FAR 52 212-3 IS ATTA<br>4 ONE X 2<br>CON ANY (<br>IED S                       | VOICES TO AL<br>CHECKED [<br>21.<br>QUANTITY<br>QUANTITY<br>QUANTITY<br>AUDITITY<br>RE ATTACHED.<br>ACHED ADDEM<br>29. AWARD OF<br>DATED _08/4<br>BLOCK 5). INC<br>SET FORTH HE | 25. TOT/<br>25. TOT/<br>25. TOT/<br>\$1,1<br>ADDENDA<br>CONTRA<br>07/201/<br>CLUDING /<br>CREIN, IS  | ADDENDUM<br>23<br>UNIT PRICE<br>UNIT PRICE<br>AND<br>AND<br>AND<br>AND<br>ARE<br>ARE<br>ARE<br>ARE<br>ARE<br>ARE<br>ARE<br>ARE                        | TT (For Gov<br>Are n<br>Are n<br>002<br>ON SOLIC<br>R CHANGE<br>ITEMS      | 24.<br>MOUNT<br>1. Use Only)<br>DI ATTACHED<br>OFFER<br>ITATION<br>IS WHICH ARE                |
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| SOPAKCO MIR<br>272. SOUCIT/<br>272. SOUCIT/<br>273. SOUCIT/<br>273. SOUCIT/<br>273. SOUCIT/<br>273. SOUCIT/<br>274. SOUCIT/<br>275. SOUCIT/<br>275 | C. (843) 464-785<br>K IF REMITTANCE IS<br>Unilized Grou<br>See Schedule<br>Contract Perio<br>(Use Reven<br>G AND APPROPRIAT<br>\$107,184.067<br>ATION INCORPORATES<br>CTPURCHASE ORDER<br>ACTOR IS REQUIRED<br>ISSUING OFFICE. CON<br>SHEETS SUBJECT<br>COF OFFERDER CON        | S DIFFERENT AND<br>SCHEDULE OF<br>UP Rations-A F<br>of Supplies<br>od 10/1/2012 I<br>So and/or Attach Ac<br>TION DATA<br>/ UGR-A Prog<br>BY REFERENCE FAR<br>INCORPORATES BY<br>D TO SIGN THIS DI<br>CONTRACTOR AGI<br>I OR OTHERWISE I<br>TO THE TERMS AN<br>TRACTOR | 20.<br>20.<br>SUPPLI<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program<br>Program   | CH ADDRESS II<br>ES/SERVICES<br>M<br>h 9/30/2017<br>Shoels as Necess<br>ax \$849,228<br>(SE FAR 52 212-4.<br>FARD RETURN<br>FURNISH AND<br>ED ABOVE AND<br>DTIONS SPECIF         | 180. SUBMIT IN<br>BELOW IS<br>BELOW IS<br>3,192.00<br>2123 ANO 52 212.5 AI<br>FAR 52 212.5 IS ATTA<br>I ONE X 2<br>CON ANY IED<br>318 UNITED STA | VOICES TO AL<br>CHECKED [<br>21.<br>QUANTITY<br>QUANTITY<br>REATTACHED.<br>ACHED ADDEM<br>20. AWARD OF<br>DATED _08//<br>BLOCK 5). INC<br>DET FORTH HE<br>TES OF AMER<br>       | 26. 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#### NOTICE TO ALL GOVERNMENT CONTRACTORS

### **RapidGate**

Many bases currently require enrollment in RapidGate and will not allow entry without RapidGate clearance. During the contract implementation period, the Contractor must contact all customer locations to determine whether enrollment in RapidGate or another security program is required for access to each location. If RapidGate or other security enrollment is required, the contractor must take all necessary steps to obtain this in time for the start of performance under this contract. Failure to have RapidGate clearance may result in a vendor being turned away from the base and being unable to complete delivery. The contractor is responsible for the additional cost for RapidGate enrollment and must ensure that a RapidGate enrolled driver is available for all deliveries. We currently estimate that RapidGate enrollment will cost about \$250 per company and \$200 per enrolled employee for 1 year of access to multiple locations, but the cost of RapidGate or other security enrollment may vary, so the contractor should contact RapidGate to determine its own costs. If more than one driver is required, RapidGate enrollment must be obtained for each driver. Note that enrollment can take several weeks, so an awardee that is not already enrolled must begin enrollment at the time of award notification at the latest. If difficulty or delay in enrollment in RapidGate is encountered during the implementation period, the contractor MUST contact RapidGate and/or the Security Officer at the applicable customer locations to resolve any issues with processing RapidGate enrollment so that the contractor will be able to deliver as required. For additional information regarding RapidGate, including enrollment instructions, please visit their website at www.rapidgate.com.

Please note that RapidGate is currently a requirement for access to some military bases; however, these and other locations may require enrollment in other security programs at some time in the future. In this event, the contractor is responsible for obtaining all required enrollments and clearances for each of their drivers as soon as they receive notice of such a requirement.

#### **CAUTION - CONTRACTOR CODE OF BUSINESS ETHICS (FEB 2012)**

FAR Part 3.1002(a) requires all government contractors to conduct themselves with the highest degree of integrity and honesty. Contractors should have a written code of business ethics and conduct within thirty days of award. To promote compliance with such code of business ethics and conduct, contractors should have an employee business ethics and compliance training program that facilitates timely discovery and disclosure of improper conduct in connection with government contracts and ensures corrective measures are promptly instituted and carried out. A contractor may be suspended and/or debarred for knowing failure by a principal to timely disclose to the government, in connection with the award, performance, or closeout of a government contract performed by the contractor or a subcontract awarded there under, credible evidence of a violation of federal criminal law involving fraud, conflict of interest, bribery, or gratuity violations found in title 18 of the United States Code or a violation of the False Claims Act. (31 U.S.C. 3729-3733)

FAR clause 52.203-13 - CONTRACTOR CODE OF BUSINESS ETHICS AND CONDUCT; the contractor shall comply with the terms of the clause and have a written code of business ethics and conduct; exercise due diligence to prevent and detect criminal conduct; promote ethical conduct and a commitment to compliance with the law within their organization; and timely report any violations of federal criminal law involving fraud, conflict of interest, bribery or gratuity violations found in title 18

of the United States Code or any violations of the False Claims Act. (31 U.S.C. 3729-3733). When FAR 52.203-13 is included in the contract, contractors must provide a copy of its written code of business ethics and conduct to the contracting officer upon request by the contracting officer.

## NOTICE TO CONTRACTOR

SOLICITATION SPM3S1-12-R-0002 AND AMENDMENTS ARE INCLUDED BY REFERENCE.

AWARDEES OFFEROR IS INCLUDED BY REFERENCE.

UGR-A FY12 TABLE I MENU, SOURCES, AND PREPARATION INSTRUCTIONS ARE INCLUDED BY REFERENCE.

UGR-A FY12 TABLE II MENU COMPONENTS AND DESCRIPTIONS ARE INCLUDED BY REFERENCE

**TERM OF CONTRACT:** 5 YEARS, TIERED

TIER 1: 10/01/2012 THROUGH 9/30/2013

TIER 2: 10/01/2013 THROUGH 9/30/2015

TIER 3 10/01/2015 THROUGH 9/30/2017

# SPM3S1-13-D-Z188 Unitized Group Rations –A

| Customer:                 | Natick, MA                  |                              |             |                             |                              |             |                             |                              |             |
|---------------------------|-----------------------------|------------------------------|-------------|-----------------------------|------------------------------|-------------|-----------------------------|------------------------------|-------------|
| Menu                      | Tier 1 Estimated<br>Modules | Sopakco Total<br>Module Cost |             | Tier 2 Estimated<br>Modules | Sopakco Total<br>Module Cost |             | Tier 3 Estimated<br>Modules | Sopakco Total<br>Module Cost |             |
| B1 Total Unit Price       | 3                           | \$249.07                     | \$747.21    | 6                           | \$250.84                     | \$1,505.04  | 6                           | \$254.05                     | \$1,524.30  |
| B2 Total Unit Price       | 2                           | \$239.11                     | \$478.22    | 4                           | \$240.88                     | \$963.52    | 4                           | \$242.74                     | \$970.96    |
| B3 Total Unit Price       | 2                           | \$311.78                     | \$623.56    | 4                           | \$313.55                     | \$1,254.20  | 4                           | \$315.41                     | \$1,261.64  |
| B4 Total Unit Price       | 3                           | \$201.63                     | \$604.89    | 6                           | \$203.40                     | \$1,220.40  | 6                           | \$205.26                     | \$1,231.56  |
| B5 Total Unit Price       | 2                           | \$248.94                     | \$497.88    | 4                           | \$250.71                     | \$1,002.84  | 4                           | \$252.57                     | \$1,010.28  |
| B6 Total Unit Price       | 2                           | \$208.14                     | \$416.28    | 4                           | \$209.91                     | \$839.64    | 4                           | \$211.77                     | \$847.08    |
| B7 Total Unit Price       | 3                           | \$232.12                     | \$696.36    | 6                           | \$233.89                     | \$1,403.34  | 6                           | \$235.75                     | \$1,414.50  |
| D1 Total Unit Price       | 13                          | \$249.08                     | \$3,238.04  | 26                          | \$250.92                     | \$6,523.92  | 26                          | \$252.85                     | \$6,574.10  |
| D2 Total Unit Price       | 4                           | \$226.05                     | \$904.20    | 8                           | \$227.89                     | \$1,823.12  | 8                           | \$229.82                     | \$1,838.56  |
| D3 Total Unit Price       | 0                           | \$313.05                     | \$0.00      | 0                           | \$314.89                     | \$0.00      | 0                           | \$316.82                     | \$0.00      |
| D4 Total Unit Price       | 0                           | \$241.33                     | \$0.00      | 0                           | \$243.17                     | \$0.00      | 0                           | \$245.10                     | \$0.00      |
| D5 Total Unit Price       | 0                           | \$290.59                     | \$0.00      | 0                           | \$292.43                     | \$0.00      | 0                           | \$294.36                     | \$0.00      |
| D6 Total Unit Price       | 1                           | \$276.19                     | \$276.19    | 2                           | \$278.03                     | \$556.06    | 2                           | \$279.96                     | \$559.92    |
| D7 Total Unit Price       | 2                           | \$330.86                     | \$661.72    | 4                           | \$332.70                     | \$1,330.80  | 4                           | \$334.63                     | \$1,338.52  |
| D8 Total Unit Price       | 0                           | \$309.44                     | \$0.00      | 0                           | \$311.28                     | \$0.00      | 0                           | \$313.21                     | \$0.00      |
| D9 Total Unit Price       | 1                           | \$236.86                     | \$236.86    | 2                           | \$238.70                     | \$477.40    | 2                           | \$240.63                     | \$481.26    |
| D10 Total Unit Price      | 1                           | \$222.09                     | \$222.09    | 2                           | \$223.93                     | \$447.86    | 2                           | \$225.86                     | \$451.72    |
| D11 Total Unit Price      | 0                           | \$360.80                     | \$0.00      | 0                           | \$362.64                     | \$0.00      | 0                           | \$364.57                     | \$0.00      |
| D12 Total Unit Price      | 0                           | \$396.30                     | \$0.00      | 0                           | \$398.14                     | \$0.00      | 0                           | \$400.07                     | \$0.00      |
| D13 Total Unit Price      | 1                           | \$294.19                     | \$294.19    | 2                           | \$296.03                     | \$592.06    | 2                           | \$297.96                     | \$595.92    |
| D14 Total Unit Price      | 1                           | \$252.36                     | \$252.36    | 2                           | \$254.20                     | \$508.40    | 2                           | \$256.13                     | \$512.26    |
| Delivery Lead-time (Days) | 8                           | TOTAL                        | \$10,150.05 |                             |                              | \$20,448.60 |                             |                              | \$20,612.58 |

# SPM3S1-13-D-Z188 Unitized Group Rations –A

| Customer:                 | Kirtland AFB, NM            |                              |             |                             |                              |              |                             |                              |              |
|---------------------------|-----------------------------|------------------------------|-------------|-----------------------------|------------------------------|--------------|-----------------------------|------------------------------|--------------|
| Menu                      | Tier 1 Estimated<br>Modules | Sopakco Total<br>Module Cost |             | Tier 2 Estimated<br>Modules | Sopakco Total<br>Module Cost |              | Tier 3 Estimated<br>Modules | Sopakco Total<br>Module Cost |              |
| B1 Total Unit Price       | 22                          | \$253.81                     | \$5,583.82  | 44                          | \$255.77                     | \$11,253.88  | 44                          | \$254.05                     | \$11,178.20  |
| B2 Total Unit Price       | 19                          | \$243.85                     | \$4,633.15  | 38                          | \$245.81                     | \$9,340.78   | 38                          | \$247.84                     | \$9,417.92   |
| B3 Total Unit Price       | 18                          | \$316.52                     | \$5,697.36  | 36                          | \$318.48                     | \$11,465.28  | 36                          | \$320.51                     | \$11,538.36  |
| B4 Total Unit Price       | 23                          | \$206.37                     | \$4,746.51  | 46                          | \$208.33                     | \$9,583.18   | 46                          | \$210.36                     | \$9,676.56   |
| B5 Total Unit Price       | 22                          | \$253.68                     | \$5,580.96  | 44                          | \$255.64                     | \$11,248.16  | 44                          | \$257.67                     | \$11,337.48  |
| B6 Total Unit Price       | 22                          | \$212.88                     | \$4,683.36  | 44                          | \$214.84                     | \$9,452.96   | 44                          | \$216.87                     | \$9,542.28   |
| B7 Total Unit Price       | 21                          | \$236.86                     | \$4,974.06  | 42                          | \$238.82                     | \$10,030.44  | 42                          | \$240.85                     | \$10,115.70  |
| D1 Total Unit Price       | 15                          | \$253.82                     | \$3,807.30  | 30                          | \$255.85                     | \$7,675.50   | 30                          | \$257.95                     | \$7,738.50   |
| D2 Total Unit Price       | 10                          | \$230.79                     | \$2,307.90  | 20                          | \$232.82                     | \$4,656.40   | 20                          | \$234.92                     | \$4,698.40   |
| D3 Total Unit Price       | 11                          | \$317.79                     | \$3,495.69  | 22                          | \$319.82                     | \$7,036.04   | 22                          | \$321.92                     | \$7,082.24   |
| D4 Total Unit Price       | 15                          | \$246.07                     | \$3,691.05  | 30                          | \$248.10                     | \$7,443.00   | 30                          | \$250.20                     | \$7,506.00   |
| D5 Total Unit Price       | 11                          | \$295.33                     | \$3,248.63  | 22                          | \$297.36                     | \$6,541.92   | 22                          | \$299.46                     | \$6,588.12   |
| D6 Total Unit Price       | 9                           | \$280.93                     | \$2,528.37  | 18                          | \$282.96                     | \$5,093.28   | 18                          | \$285.06                     | \$5,131.08   |
| D7 Total Unit Price       | 19                          | \$335.60                     | \$6,376.40  | 38                          | \$337.63                     | \$12,829.94  | 38                          | \$339.73                     | \$12,909.74  |
| D8 Total Unit Price       | 9                           | \$314.18                     | \$2,827.62  | 18                          | \$316.21                     | \$5,691.78   | 18                          | \$318.31                     | \$5,729.58   |
| D9 Total Unit Price       | 15                          | \$241.60                     | \$3,624.00  | 30                          | \$243.63                     | \$7,308.90   | 30                          | \$245.73                     | \$7,371.90   |
| D10 Total Unit Price      | 14                          | \$226.83                     | \$3,175.62  | 28                          | \$228.86                     | \$6,408.08   | 28                          | \$230.96                     | \$6,466.88   |
| D11 Total Unit Price      | 9                           | \$365.54                     | \$3,289.86  | 18                          | \$367.57                     | \$6,616.26   | 18                          | \$369.67                     | \$6,654.06   |
| D12 Total Unit Price      | 9                           | \$401.04                     | \$3,609.36  | 18                          | \$403.07                     | \$7,255.26   | 18                          | \$405.17                     | \$7,293.06   |
| D13 Total Unit Price      | 10                          | \$298.93                     | \$2,989.30  | 20                          | \$300.96                     | \$6,019.20   | 20                          | \$303.06                     | \$6,061.20   |
| D14 Total Unit Price      | 4                           | \$257.10                     | \$1,028.40  | 8                           | \$259.13                     | \$2,073.04   | 8                           | \$261.23                     | \$2,089.84   |
| Delivery Lead-time (Days) | 8                           | TOTAL                        | \$81,898.72 |                             |                              | \$165,023.28 |                             |                              | \$166,127.10 |

# Sopakco

# SPM3S1-13-D-Z188 Unitized Group Rations –A

| Customer:                 | Ft. Dix, NJ      |   |                  |                  |                              |   |                  |                 |                                 |
|---------------------------|------------------|---|------------------|------------------|------------------------------|---|------------------|-----------------|---------------------------------|
|                           | Tier 1 Estimated | Sopakco Total                           |                  | Tier 2 Estimated | Sopakco Total                |   | Tier 3 Estimated | Sopakco Total   |                                 |
| Menu                      | Modules          | Module Cost                             |                  | Modules          | Module Cost                  |   | Modules          | Module Cost     |                                 |
|                           |                  |   |                  |                  |                              |   |                  |                 |                                 |
| B1 Total Unit Price       | 22               | \$244.93                                | \$5,388.46       | 44               | \$246.55                     | \$10,848.20                                   | 44               | \$254.05        | \$11,178.20                     |
|                           |                  |   |                  |                  |                              |   |                  |                 |                                 |
| B2 Total Unit Price       | 52               | \$234.97                                | \$12,218.44      | 104              | \$236.59                     | \$24,605.36                                   | 104              | \$238.27        | \$24,780.08                     |
|                           |                  |   |                  |                  |                              |   |                  |                 |                                 |
| B3 Total Unit Price       | 32               | \$307.64                                | \$9,844.48       | 64               | \$309.26                     | \$19,792.64                                   | 64               | \$310.94        | \$19,900.16                     |
|                           |                  | 700000                                  | 70,01110         |                  | 1000.00                      | <i>, , , , , , , , , , , , , , , , , , , </i> |                  |                 | <i>+</i>                        |
| B4 Total Unit Price       | 32               | \$197.49                                | \$6,319.68       | 64               | \$199.11                     | \$12,743.04                                   | 64               | \$200.79        | \$12,850.56                     |
|                           | 52               | <i><b>Q</b></i> <b>137143</b>           | \$0,015.00       | 64               | <i><b>Q</b></i> <b>13311</b> | <i><b>VIL</b>,745.04</i>                      | 64               | <i>Ş</i> 200.75 | <i><b><i>Q</i>12,050.50</b></i> |
| B5 Total Unit Price       | 42               | \$244.80                                | \$10,281.60      | 84               | \$246.42                     | \$20,699.28                                   | 84               | \$248.10        | \$20,840.40                     |
| by fotal onit Price       | 42               | Ş <b>244.</b> 80                        | \$10,281.00      | 6                | 3240.42                      | \$20,035.28                                   | 04               | ŞZ48.10         | \$20,840.40                     |
|                           |                  | 6204.00                                 | ¢6,530,00        | <u>,</u>         | 6205.62                      | 642 450 60                                    | <i></i>          | 6207.20         | 642 267 20                      |
| B6 Total Unit Price       | 32               | \$204.00                                | \$6,528.00       | 64               | \$205.62                     | \$13,159.68                                   | 64               | \$207.30        | \$13,267.20                     |
|                           |                  | 4                                       |                  |                  |                              |   |                  | 4               |                                 |
| B7 Total Unit Price       | 45               | \$227.98                                | \$10,259.10      | 90               | \$229.60                     | \$20,664.00                                   | 90               | \$231.28        | \$20,815.20                     |
|                           |                  |   |                  |                  |                              |   |                  |                 |                                 |
| D1 Total Unit Price       | 21               | \$244.94                                | \$5,143.74       | 42               | \$246.63                     | \$10,358.46                                   | 42               | \$248.38        | \$10,431.96                     |
|                           |                  |   |                  |                  |                              |   |                  |                 |                                 |
| D2 Total Unit Price       | 21               | \$221.91                                | \$4,660.11       | 42               | \$223.60                     | \$9,391.20                                    | 42               | \$225.35        | \$9,464.70                      |
|                           |                  |   |                  |                  |                              |   |                  |                 |                                 |
| D3 Total Unit Price       | 11               | \$308.91                                | \$3,398.01       | 22               | \$310.60                     | \$6,833.20                                    | 22               | \$312.35        | \$6,871.70                      |
|                           |                  |   |                  |                  |                              |   |                  |                 |                                 |
| D4 Total Unit Price       | 11               | \$237.19                                | \$2,609.09       | 22               | \$238.88                     | \$5,255.36                                    | 22               | \$240.63        | \$5,293.86                      |
|                           |                  |   |                  |                  |                              |   |                  |                 |                                 |
| D5 Total Unit Price       | 11               | \$286.45                                | \$3,150.95       | 22               | \$288.14                     | \$6,339.08                                    | 22               | \$289.89        | \$6,377.58                      |
|                           |                  |   |                  |                  |                              |   |                  |                 |                                 |
| D6 Total Unit Price       | 21               | \$272.05                                | \$5,713.05       | 42               | \$273.74                     | \$11,497.08                                   | 42               | \$275.49        | \$11,570.58                     |
|                           |                  |   |                  |                  |                              |   |                  |                 |                                 |
| D7 Total Unit Price       | 21               | \$326.72                                | \$6,861.12       | 42               | \$328.41                     | \$13,793.22                                   | 42               | \$330.16        | \$13,866.72                     |
|                           |                  |   |                  |                  |                              |   |                  |                 |                                 |
| D8 Total Unit Price       | 21               | \$305.30                                | \$6,411.30       | 42               | \$306.99                     | \$12,893.58                                   | 42               | \$308.74        | \$12,967.08                     |
|                           |                  |   |                  |                  |                              |   |                  |                 |                                 |
| D9 Total Unit Price       | 21               | \$232.72                                | \$4,887.12       | 42               | \$234.41                     | \$9,845.22                                    | 42               | \$236.16        | \$9,918.72                      |
|                           |                  |   |                  |                  |                              |   |                  |                 |                                 |
| D10 Total Unit Price      | 21               | \$217.95                                | \$4,576.95       | 42               | \$219.64                     | \$9,224.88                                    | 42               | \$221.39        | \$9,298.38                      |
|                           |                  |   |                  |                  |                              |   |                  |                 |                                 |
| D11 Total Unit Price      | 21               | \$356.66                                | \$7,489.86       | 42               | \$358.35                     | \$15,050.70                                   | 42               | \$360.10        | \$15,124.20                     |
|                           |                  |   |                  |                  |                              |   |                  |                 |                                 |
| D12 Total Unit Price      | 21               | \$392.16                                | \$8,235.36       | 42               | \$393.85                     | \$16,541.70                                   | 42               | \$395.60        | \$16,615.20                     |
|                           |                  | ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,, | +-,              |                  |                              | ,, <b>c</b> .1,70                             |                  |                 | ,, <b>00.2</b> 0                |
| D13 Total Unit Price      | 24               | \$290.05                                | \$6,961.20       | 48               | \$291.74                     | \$14,003.52                                   | 48               | \$293.49        | \$14,087.52                     |
|                           | 24               | ÷250.05                                 | <i>40,301.20</i> | 70               |                              | 91 <del>7</del> ,003.32                       | 70               | ¥233.43         | 91 <del>7</del> ,007.32         |
|                           | 11               | 6249.22                                 | 62 720 42        | 22               | 6240.04                      | ¢E 409 02                                     | 22               | 6254.00         | ¢E E20 E2                       |
| D14 Total Unit Price      | 11               | \$248.22                                | \$2,730.42       | 22               | \$249.91                     | \$5,498.02                                    | 22               | \$251.66        | \$5,536.52                      |
|                           |                  | TOTAL                                   | \$133,668.04     |                  |                              | \$269,037.42                                  |                  |                 | \$271,056.52                    |
| Delivery Lead-time (Days) | 8                | ļ                                       | ļ                |                  | ļ                            |   |                  | <u> </u>        |                                 |

| Customer:                | Dobbins AFB, GA             |                              |             | <b>.</b>                    |                              |             | <b></b>                     |                              |             |
|--------------------------|-----------------------------|------------------------------|-------------|-----------------------------|------------------------------|-------------|-----------------------------|------------------------------|-------------|
| Menu                     | Tier 1 Estimated<br>Modules | Sopakco Total<br>Module Cost |             | Tier 2 Estimated<br>Modules | Sopakco Total<br>Module Cost |             | Tier 3 Estimated<br>Modules | Sopakco Total<br>Module Cost |             |
| B1 Total Unit Price      | 3                           | \$240.79                     | \$722.37    | 6                           | \$242.26                     | \$1,453.56  | 6                           | \$254.05                     | \$1,524.30  |
| B2 Total Unit Price      | 1                           | \$230.83                     | \$230.83    | 2                           | \$232.30                     | \$464.60    | 2                           | \$233.82                     | \$467.64    |
| B3 Total Unit Price      | 3                           | \$303.50                     | \$910.50    | 6                           | \$304.97                     | \$1,829.82  | 6                           | \$306.49                     | \$1,838.94  |
| B4 Total Unit Price      | 1                           | \$193.35                     | \$193.35    | 2                           | \$194.82                     | \$389.64    | 2                           | \$196.34                     | \$392.68    |
| B5 Total Unit Price      | 2                           | \$240.66                     | \$481.32    | 4                           | \$242.13                     | \$968.52    | 4                           | \$243.65                     | \$974.60    |
| B6 Total Unit Price      | 1                           | \$199.86                     | \$199.86    | 2                           | \$201.33                     | \$402.66    | 2                           | \$202.85                     | \$405.70    |
| B7 Total Unit Price      | 3                           | \$223.84                     | \$671.52    | 6                           | \$225.31                     | \$1,351.86  | 6                           | \$226.83                     | \$1,360.98  |
| D1 Total Unit Price      | 2                           | \$240.80                     | \$481.60    | 4                           | \$242.34                     | \$969.36    | 4                           | \$243.93                     | \$975.72    |
| D2 Total Unit Price      | 2                           | \$217.77                     | \$435.54    | 4                           | \$219.31                     | \$877.24    | 4                           | \$220.90                     | \$883.60    |
| D3 Total Unit Price      | 4                           | \$304.77                     | \$1,219.08  | 8                           | \$306.31                     | \$2,450.48  | 8                           | \$307.90                     | \$2,463.20  |
| D4 Total Unit Price      | 2                           | \$233.05                     | \$466.10    | 4                           | \$234.59                     | \$938.36    | 4                           | \$236.18                     | \$944.72    |
| D5 Total Unit Price      | 4                           | \$282.31                     | \$1,129.24  | 8                           | \$283.85                     | \$2,270.80  | 8                           | \$285.44                     | \$2,283.52  |
| D6 Total Unit Price      | 3                           | \$267.91                     | \$803.73    | 6                           | \$269.45                     | \$1,616.70  | 6                           | \$271.04                     | \$1,626.24  |
| D7 Total Unit Price      | 4                           | \$322.58                     | \$1,290.32  | 8                           | \$324.12                     | \$2,592.96  | 8                           | \$325.71                     | \$2,605.68  |
| D8 Total Unit Price      | 3                           | \$301.16                     | \$903.48    | 6                           | \$302.70                     | \$1,816.20  | 6                           | \$304.29                     | \$1,825.74  |
| D9 Total Unit Price      | 0                           | \$228.58                     | \$0.00      | 0                           | \$230.12                     | \$0.00      | 0                           | \$231.71                     | \$0.00      |
| D10 Total Unit Price     | 4                           | \$213.81                     | \$855.24    | 8                           | \$215.35                     | \$1,722.80  | 8                           | \$216.94                     | \$1,735.52  |
| D11 Total Unit Price     | 2                           | \$352.52                     | \$705.04    | 4                           | \$354.06                     | \$1,416.24  | 4                           | \$355.65                     | \$1,422.60  |
| D12 Total Unit Price     | 1                           | \$388.02                     | \$388.02    | 2                           | \$389.56                     | \$779.12    | 2                           | \$391.15                     | \$782.30    |
| D13 Total Unit Price     | 1                           | \$285.91                     | \$285.91    | 2                           | \$287.45                     | \$574.90    | 2                           | \$289.04                     | \$578.08    |
| D14 Total Unit Price     | 2                           | \$244.08                     | \$488.16    | 4                           | \$245.62                     | \$982.48    | 4                           | \$247.21                     | \$988.84    |
| Delivery Lead-time (Days | ) 8                         | TOTAL                        | \$12,861.21 |                             |                              | \$25,868.30 |                             |                              | \$26,080.60 |

# SPM3S1-13-D-Z188

# Sopakco

# Unitized Group Rations –A

| Customer:                 | Ft. Sam Houston, TX         |                              |             |                             |                              |             |                             |                              |             |
|---------------------------|-----------------------------|------------------------------|-------------|-----------------------------|------------------------------|-------------|-----------------------------|------------------------------|-------------|
| Menu                      | Tier 1 Estimated<br>Modules | Sopakco Total<br>Module Cost |             | Tier 2 Estimated<br>Modules | Sopakco Total<br>Module Cost |             | Tier 3 Estimated<br>Modules | Sopakco Total<br>Module Cost |             |
|                           |                             |                              |             |                             |                              |             |                             |                              |             |
| B1 Total Unit Price       | 3                           | \$261.88                     | \$785.64    | 6                           | \$264.14                     | \$1,584.84  | 6                           | \$254.05                     | \$1,524.30  |
| B2 Total Unit Price       | 4                           | \$251.92                     | \$1,007.68  | 8                           | \$254.18                     | \$2,033.44  | 8                           | \$256.53                     | \$2,052.24  |
| B3 Total Unit Price       | 6                           | \$324.59                     | \$1,947.54  | 12                          | \$326.85                     | \$3,922.20  | 12                          | \$329.20                     | \$3,950.40  |
| B4 Total Unit Price       | 1                           | \$214.44                     | \$214.44    | 2                           | \$216.70                     | \$433.40    | 2                           | \$219.05                     | \$438.10    |
| B5 Total Unit Price       | 3                           | \$261.75                     | \$785.25    | 6                           | \$264.01                     | \$1,584.06  | 6                           | \$266.36                     | \$1,598.16  |
| B6 Total Unit Price       | 2                           | \$220.95                     | \$441.90    | 4                           | \$223.21                     | \$892.84    | 4                           | \$225.56                     | \$902.24    |
| B7 Total Unit Price       | 6                           | \$244.93                     | \$1,469.58  | 12                          | \$247.19                     | \$2,966.28  | 12                          | \$249.54                     | \$2,994.48  |
| D1 Total Unit Price       | 3                           | \$261.88                     | \$785.64    | 6                           | \$264.21                     | \$1,585.26  | 6                           | \$266.64                     | \$1,599.84  |
| D2 Total Unit Price       | 4                           | \$238.85                     | \$955.40    | 8                           | \$241.18                     | \$1,929.44  | 8                           | \$243.61                     | \$1,948.88  |
| D3 Total Unit Price       | 3                           | \$325.85                     | \$977.55    | 6                           | \$328.18                     | \$1,969.08  | 6                           | \$330.61                     | \$1,983.66  |
| D4 Total Unit Price       | 3                           | \$254.13                     | \$762.39    | 6                           | \$256.46                     | \$1,538.76  | 6                           | \$258.89                     | \$1,553.34  |
| D5 Total Unit Price       | 3                           | \$303.39                     | \$910.17    | 6                           | \$305.72                     | \$1,834.32  | 6                           | \$308.15                     | \$1,848.90  |
| D6 Total Unit Price       | 0                           | \$288.99                     | \$0.00      | 0                           | \$291.32                     | \$0.00      | 0                           | \$293.75                     | \$0.00      |
| D7 Total Unit Price       | 10                          | \$343.66                     | \$3,436.60  | 20                          | \$345.99                     | \$6,919.80  | 20                          | \$348.42                     | \$6,968.40  |
| D8 Total Unit Price       | 7                           | \$322.24                     | \$2,255.68  | 14                          | \$324.57                     | \$4,543.98  | 14                          | \$327.00                     | \$4,578.00  |
| D9 Total Unit Price       | 6                           | \$249.66                     | \$1,497.96  | 12                          | \$251.99                     | \$3,023.88  | 12                          | \$254.42                     | \$3,053.04  |
| D10 Total Unit Price      | 0                           | \$234.89                     | \$0.00      | 0                           | \$237.22                     | \$0.00      | 0                           | \$239.65                     | \$0.00      |
| D11 Total Unit Price      | 4                           | \$373.60                     | \$1,494.40  | 8                           | \$375.93                     | \$3,007.44  | 8                           | \$378.36                     | \$3,026.88  |
| D12 Total Unit Price      | 4                           | \$409.10                     | \$1,636.40  | 8                           | \$411.43                     | \$3,291.44  | 8                           | \$413.86                     | \$3,310.88  |
| D13 Total Unit Price      | 4                           | \$306.99                     | \$1,227.96  | 8                           | \$309.32                     | \$2,474.56  | 8                           | \$311.75                     | \$2,494.00  |
| D14 Total Unit Price      | 0                           | \$265.16                     | \$0.00      | 0                           | \$267.49                     | \$0.00      | 0                           | \$269.92                     | \$0.00      |
| Delivery Lead-time (Days) | 8                           | TOTAL                        | \$22,592.18 |                             |                              | \$45,535.02 |                             |                              | \$45,825.74 |

|                                  | Sopakco Estimates | Sopakco Min  | UGR-A Program<br>Max                  |
|----------------------------------|-------------------|--------------|---------------------------------------|
| 5-Year Contract<br>Period        | 4,930 modules     | 394 modules  | 7,415,347 modules<br>(includes surge) |
| 5- Year Contract<br>Dollar Value | \$1,316,785.36    | \$107,164.06 | \$849,228,192<br>(includes surge)     |

### **Description**

#### **Definitions**

a. Ration Module - The ration module is the end-item ration, which contains the entire contents of the menu to feed fifty individuals. The ration module includes the semi-perishable module and the perishable module, which must be ordered separately.

b. Semi-Perishable Module - The two cases containing the complete semi-perishable and disposable components of the ration module.

c. Perishable Module – The single case containing all perishable components of the ration module.

#### **Item Description:**

The UGR-A ration has seven (7) breakfast and fourteen (14) lunch/dinner menus. The ration module menus and components are described at Table I. (Note: The Table I Menu List and the attached Preparation Instructions shall be the two sides of the Printed Menu Sheets to be laid flat on top of contents in Box 1 of each ration). The menus have been developed based on nutritional requirements; variety, balance and acceptability of menus; and ease of preparation with field kitchen equipment. Table II is a summary and complete item description of all UGR-A components. Menu components' quality shall be equal to or better than the product requirements/specifications of Table II. Each UGR-A Ration shall contain the entire components to feed a complete meal to 50 individuals.

The following are the NSN and item descriptions for the twenty-one menus:

| 8970-01-525-6344 | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 1, semi-              |
|------------------|--|
|                  | perishable component (2 boxes), requires 8970-01-525-6726 breakfast menu 1,            |
|                  | perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk |
|                  | (ordered separately) to be nutritionally adequate                                      |
| 8970-01-525-6366 | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 2, semi-              |
|                  | perishable component (2 boxes), requires 8970-01-525-6729 breakfast menu 2,            |
|                  | perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk |
|                  | (ordered separately) to be nutritionally adequate                                      |
| 8970-01-525-6370 | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 3,                    |
|                  | semi-perishable component (2 boxes), requires 8970-01-525-6733 breakfast menu 3,       |
|                  | perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk |
|                  | (ordered separately) to be nutritionally adequate                                      |
| 8970-01-525-6372 | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 4,                    |
|                  | semi-perishable component (2 boxes), requires 8970-01-525-6735 breakfast menu 4,       |
|                  | perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk |
|                  | (ordered separately) to be nutritionally adequate                                      |

| 8970-01-525-6377 | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 5, semi-perishable component (2 boxes), requires 8970-01-525-6739 breakfast menu 5, |
|------------------|--|
|                  |  |
|                  |  |
|                  | perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk   |
|                  | (ordered separately) to be nutritionally adequate  |
| 8970-01-525-6389 | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 6,  |
|                  | semi-perishable component (2 boxes), requires 8970-01-525-6740 breakfast menu 6,   |
|                  | perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk   |
|                  | (ordered separately) to be nutritionally adequate  |
| 8970-01-525-6720 | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 7,  |
| 0,10 01 225 0120 | semi-perishable component (2 boxes), requires 8970-01-525-6744 breakfast menu 7,   |
|                  | perishable component (1 or 2 boxes) to complete the menu, also requires bread and milk   |
|                  | (ordered separately) to be nutritionally adequate  |
|                  |  |
| 8970-01-525-6726 | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 1,  |
| 8970-01-323-0720 |  |
|                  | perishable component (1 or 2 boxes), requires 8970-01-525-6344 breakfast menu 1,   |
|                  | semi-perishable component (2 boxes) to complete menu, also requires bread and milk   |
|                  | (ordered separately) to be nutritionally adequate  |
| 8970-01-525-6729 | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 2,  |
|                  | perishable component (1 or 2 boxes), requires 8970-01-525-6366 breakfast menu 2,   |
|                  | semi-perishable component (2 boxes) to complete menu, also requires bread and milk   |
|                  | (ordered separately) to be nutritionally adequate  |
| 8970-01-525-6733 | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 3,  |
|                  | perishable component (1 or 2 boxes), requires 8970-01-525-6370 breakfast menu 3,   |
|                  | semi-perishable component (2 boxes) to complete menu, also requires bread and milk   |
|                  | (ordered separately) to be nutritionally adequate  |
| 8970-01-525-6735 | UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, breakfast menu 4,  |
| 0,10 01 020 0,00 | perishable component (1 or 2 boxes), requires 8970-01-525-6372 breakfast menu 4,   |
|                  | semi-perishable component (2 boxes), requires 0970 or 525 0572 breakhast menu 4,   |
|                  | (ordered separately) to be nutritionally adequate  |
| 8970-01-525-6739 |  |
| 8970-01-323-0739 | UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, breakfast menu 5,  |
|                  | perishable component (1 or 2 boxes), requires 8970-01-525-6377 breakfast menu 5,   |
|                  | semi-perishable component (2 boxes) to complete menu, also requires bread and milk   |
|                  | (ordered separately) to be nutritionally adequate  |
| 8970-01-525-6740 | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 6,  |
|                  | perishable component (1 or 2 boxes), requires 8970-01-525-6389 breakfast menu 6,   |
|                  | semi-perishable component (2 boxes) to complete menu, also requires bread and milk   |
|                  | (ordered separately) to be nutritionally adequate  |
| 8970-01-525-6744 | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, breakfast menu 7,  |
|                  | perishable component (1 or 2 boxes), requires 8970-01-525-6720 breakfast menu 7,   |
|                  | semi-perishable component (2 boxes) to complete menu, also requires bread and milk   |
|                  | (ordered separately) to be nutritionally adequate  |
| 8970-01-525-6783 | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 1, semi-   |
|                  | perishable component (2 boxes), requires 8970-01-525-6813 dinner menu 1, perishable  |
|                  | component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered   |
|                  | separately) to be nutritionally adequate   |
| 8970-01-525-6785 | UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 2, semi-   |
| 8970-01-525-0785 | perishable component (2 boxes), requires 8970-01-525-6815 dinner menu 2, perishable  |
|                  |  |
|                  | component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered   |
| 0070 01 505 505  | separately) to be nutritionally adequate   |
| 8970-01-525-6786 | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 3, semi-   |
|                  | perishable component (2 boxes), requires 8970-01-525-6816 dinner menu 3, perishable  |
|                  | component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered   |
|                  | a superstallar) to be unit with an allow of a superstall   |
|                  | separately) to be nutritionally adequate   |

| <u>itized Group Ration</u> |  |
|----------------------------|--|
| 8970-01-525-6789           | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 4, semi-   |
|                            | perishable component (2 boxes), requires 8970-01-525-6817 dinner menu 4, perishable  |
|                            | component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered   |
|                            | separately) to be nutritionally adequate   |
| 8970-01-525-6790           | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 5, semi-   |
| 0,10 01 020 01,00          | perishable component (2 boxes), requires 8970-01-525-6818 dinner menu 5, perishable  |
|                            | component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered   |
|                            | separately) to be nutritionally adequate   |
| 8970-01-525-6794           | UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 6, semi-   |
| 8970-01-323-0794           |  |
|                            | perishable component (2 boxes), requires 8970-01-525-6820 dinner menu 6, perishable  |
|                            | component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered   |
| 0070 01 505 6706           | separately) to be nutritionally adequate   |
| 8970-01-525-6796           | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 7, semi-   |
|                            | perishable component (2 boxes), requires 8970-01-525-6823 dinner menu 7, perishable  |
|                            | component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered   |
|                            | separately) to be nutritionally adequate   |
| 8970-01-525-6803           | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 8, semi-   |
|                            | perishable component (2 boxes), requires 8970-01-525-6825 dinner menu 8, perishable  |
|                            | component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered   |
|                            | separately) to be nutritionally adequate   |
| 8970-01-525-6804           | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 9, semi-   |
|                            | perishable component (2 boxes), requires 8970-01-525-6827 dinner menu 9, perishable  |
|                            | component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered   |
|                            | separately) to be nutritionally adequate   |
| 8970-01-525-6805           | UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 10, semi-  |
| 8970-01-323-0803           | perishable component (2 boxes), requires 8970-01-525-6830 dinner menu 10, perishable   |
|                            |  |
|                            | component (1 or 2 boxes) to complete menu, also requires bread and milk (ordered   |
| 0070 01 525 (00)           | separately) to be nutritionally adequate   |
| 8970-01-525-6806           | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 11, semi-  |
|                            | perishable component (2 boxes), requires 8970-01-525-6832 dinner menu 11,  |
|                            | perishable component (1 or 2 boxes) to complete menu, also requires bread and milk   |
|                            | (ordered separately) to be nutritionally adequate  |
| 8970-01-525-6807           | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 12, semi-  |
|                            | perishable component (2 boxes), requires 8970-01-525-6849 dinner menu 12,  |
|                            | perishable component (1 or 2 boxes) to complete menu, also requires bread and milk   |
|                            | (ordered separately) to be nutritionally adequate  |
| 8970-01-525-6809           | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 13, semi-  |
|                            | perishable component (2 boxes), requires 8970-01-525-6852 dinner menu 13,  |
|                            | perishable component (1 or 2 boxes) to complete menu, also requires bread and milk   |
|                            | (ordered separately) to be nutritionally adequate  |
|                            |  |
| 8970-01-525-6810           | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 14, semi-  |
| 57,0 01 525 0010           | perishable component (2 boxes), requires 8970-01-525-6856 dinner menu 14,  |
|                            | perishable component (2 boxes), requires 8970-01-525-0850 diffiel menu 14,<br>perishable component (1 or 2 boxes) to complete menu, also requires bread and milk     |
|                            | (ordered separately) to be nutritionally adequate  |
| 2070 01 525 6912           |  |
| 8970-01-525-6813           | UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 1,   |
|                            | perishable component (1 or 2 boxes), requires 8970-01-525-6783 dinner menu 1, semi-  |
|                            | perishable component (2 boxes) to complete menu, also requires bread and milk  |
|                            | (ordered separately) to be nutritionally adequate  |
| 8970-01-525-6815           | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 2,   |
|                            | perishable component (1 or 2 boxes), requires 8970-01-525-6785 dinner menu 2, semi-  |
|                            | perishable component (2 boxes) to complete menu, also requires bread and milk  |
|                            | (ordered separately) to be nutritionally adequate.   |
| 8970-01-525-6816           | UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 3,   |
|                            | perishable component (1 or 2 boxes), requires 8970-01-525-6786 dinner menu 3, semi-  |
|                            | perishable component (1 or 2 boxes), requires 07/0 or 525 0700 dimiter menu 3, semi<br>perishable component (2 boxes) to complete menu, also requires bread and milk |
|                            | (ordered separately) to be nutritionally adequate  |
|                            | (ordered separately) to be nutritionary adequate   |

| nitized Group Rations | <u>S-A</u>   |
|-----------------------|--|
| 8970-01-525-6817      | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 4,                     |
|                       | perishable component (1 or 2 boxes), requires 8970-01-525-6789 dinner menu 4, semi-  |
|                       | perishable component (2 boxes) to complete menu, also requires bread and milk        |
|                       | (ordered separately) to be nutritionally adequate                                    |
| 8970-01-525-6818      | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 5,                     |
|                       | perishable component (1 or 2 boxes), requires 8970-01-525-6790 dinner menu 5, semi-  |
|                       | perishable component (2 boxes) to complete menu, also requires bread and milk        |
|                       | (ordered separately) to be nutritionally adequate                                    |
| 8970-01-525-6820      | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 6,                     |
|                       | perishable component (1 or 2 boxes), requires 8970-01-525-6794 dinner menu 6, semi-  |
|                       | perishable component (2 boxes) to complete menu, also requires bread and milk        |
|                       | (ordered separately) to be nutritionally adequate                                    |
| 8070 01 525 6822      |  |
| 8970-01-525-6823      | UNITIZED GROUP RATION-A OPTION (UGR–A), 50 meals, dinner menu 7,                     |
|                       | perishable component (1 or 2 boxes), requires 8970-01-525-6796 dinner menu 7, semi-  |
|                       | perishable component (2 boxes) to complete menu, also requires bread and milk        |
|                       | (ordered separately) to be nutritionally adequate                                    |
|                       |  |
| 8970-01-525-6825      | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 8,                     |
|                       | perishable component (1 or 2 boxes), requires 8970-01-525-6803 dinner menu 8, semi-  |
|                       | perishable component (2 boxes) to complete menu, also requires bread and milk        |
|                       | (ordered separately) to be nutritionally adequate                                    |
| 8970-01-525-6827      | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 9,                     |
|                       | perishable component (1 or 2 boxes), requires 8970-01-525-6804 dinner menu 9, semi-  |
|                       | perishable component (2 boxes) to complete menu, also requires bread and milk        |
|                       | (ordered separately) to be nutritionally adequate                                    |
| 8970-01-525-6830      | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 10,                    |
|                       | perishable component (1 or 2 boxes), requires 8970-01-525-6805 dinner menu 10, semi- |
|                       | perishable component (2 boxes) to complete menu, also requires bread and milk        |
|                       | (ordered separately) to be nutritionally adequate                                    |
| 8970-01-525-6832      | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 11,                    |
|                       | perishable component (1 or 2 boxes), requires 8970-01-525-6806 dinner menu 11, semi- |
|                       | perishable component (2 boxes) to complete menu, also requires bread and milk        |
|                       | (ordered separately) to be nutritionally adequate                                    |
| 8970-01-525-6849      | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 12,                    |
|                       | perishable component (1 or 2 boxes), requires 8970-01-525-6807 dinner menu 12, semi- |
|                       | perishable component (2 boxes) to complete menu, also requires bread and milk        |
|                       | (ordered separately) to be nutritionally adequate                                    |
| 8970-01-525-6852      | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 13,                    |
|                       | perishable component (1 or 2 boxes), requires 8970-01-525-6809 dinner menu 13, semi- |
|                       | perishable component (2 boxes) to complete menu, also requires bread and milk        |
|                       | (ordered separately) to be nutritionally adequate                                    |
| 8970-01-525-6856      | UNITIZED GROUP RATION-A OPTION (UGR-A), 50 meals, dinner menu 14,                    |
|                       | perishable component (1 or 2 boxes), requires 8970-01-525-6810 dinner menu 14, semi- |
|                       | perishable component (2 boxes) to complete menu, also requires bread and milk        |
|                       | (ordered separately) to be nutritionally adequate                                    |
|                       |  |

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# 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERIAL ITEMS (AUG 2012) - FAR

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.222-50, Combating Trafficking in Persons (FEB 2009) (22 U.S.C. 7104(g)).

\_\_\_\_\_ Alternate I (AUG 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(2) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(3) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the contracting officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

 $\underline{X}$  (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Sept 2006), with Alternate I (Oct 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

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

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

<u>X</u> (4) 52.204-10, Reporting Executive compensation and First-Tier Subcontract Awards (Aug 2012) (Pub. L. 109-282) (31 U.S.C. 6101 note).

\_\_\_\_ (5) 52.204-11, American Recovery and Reinvestment Act—Reporting Requirements (Jul 2010) (Pub. L. 111-5).

 $\underline{X}$  (6) 52.209-6, Protecting the Government' Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (Dec 2010) (31 U.S.C. 6101 note).

 $\underline{X}$  (7) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Feb 2012) (41 U.S.C. 2313).

(8) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (May 2012) (section 738 of Division C of Public Law 112-74,

section 740 of Division C of Pub. L. 111-117, section 743 of Division D of Pub. L. 111-8, and section 745 of Division D of Pub. L. 110-161).

(9) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Nov 2011) (15 U.S.C. 657a).

 $\underline{X}$  (10) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Jan 2011) (if the offeror elects to waive the preference, it shall so indicate in its offer)(15 U.S.C. 657a).

\_\_\_\_(11) [Reserved]

\_\_\_\_(12) (i) 52.219-6, Notice of Total Small Business Aside (Nov 2011) (15 U.S.C. 644).

(ii) Alternate I (Nov 2011).

(iii) Alternate II (Nov 2011).

(13) (i) 52.219-7, Notice of Partial Small Business Set-Aside (June 2003) (15 U.S.C. 644).

(ii) Alternate I (Oct 1995) of 52.219-7.

(iii) Alternate II (Mar 2004) of 52.219-7.

 $\underline{X}$  (14) 52.219-8, Utilization of Small Business Concerns (Jan 2011) (15 U.S.C. 637(d)(2) and (3)).

<u>X</u> (15) (i) 52.219-9, Small Business Subcontracting Plan (Jan 2011) (15 U.S.C. 637 (d)(4).)

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

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

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

(16) 52.219-13, Notice of Set-Aside of Orders (Nov 2011) (15 U.S.C. 644(r)).

\_\_\_\_(17) 52.219-14, Limitations on Subcontracting (Nov 2011) (15 U.S.C. 637(a)(14)).

 $\underline{X}$  (18) 52.219-16, Liquidated Damages—Subcontracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).

\_\_\_\_ (19) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (Oct 2008) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (June 2003) of 52.219-23.

\_\_\_\_ (20) 52.219-25, Small Disadvantaged Business Participation Program— Disadvantaged Status and Reporting (Dec 2010) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

\_\_\_\_ (21) 52.219-26, Small Disadvantaged Business Participation Program— Incentive Subcontracting (Oct 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Nov 2011) (15 U.S.C. 657f).

 $\underline{X}$  (23) 52.219-28, Post Award Small Business Program Rerepresentation (Apr 2012) (15 U.S.C. 632(a)(2)).

(24) 52.219-29, Notice of Set-Aside for Economically Disadvantaged Women-Owned Small Business (EDWOSB) Concerns (Apr 2012) (15 U.S.C. 637(m)).

(25) 52.219-30, Notice of Set-Aside for Women-Owned Small Business (WOSB) Concerns Eligible Under the WOSB Program (Apr 2012) (15 U.S.C. 637(m)).

<u>X</u> (26) 52.222-3, Convict Labor (June 2003) (E.O. 11755).

 $\underline{X}$  (27) 52.222-19, Child Labor—Cooperation with Authorities and Remedies (Mar 2012) (E.O. 13126).

<u>X</u> (28) 52.222-21, Prohibition of Segregated Facilities (Feb 1999).

<u>X</u> (29) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

<u>X</u> (30) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

 $\underline{X}$  (31) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

<u>X</u> (32) 52.222-37, Employment Reports on Veterans (Sep 2010) (38 U.S.C. 4212).

 $\underline{X}$  (33) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

\_\_\_\_\_ (34) 52.222-54, Employment Eligibility Verification (Jul 2012). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)

\_\_\_\_ (35) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

(ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

\_\_\_\_ (36) 52.223-15, Energy Efficiency in Energy-Consuming Products (Dec 2007) (42 U.S.C. 8259b).

\_\_\_\_ (37) (i) 52.223-16, IEEE 1680 Standard for the Environmental Assessment of Personal Computer Products (Dec 2007) (E.O. 13423).

(ii) Alternate I (Dec 2007) of 52.223-16.

 $\underline{X}$  (38) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011).

(39) 52.225-1, Buy American Act--Supplies (Feb 2009) (41 U.S.C. 10a-10d).

(40) (i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (May 2012) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, Pub. L. 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, and 112-42).

(ii) Alternate I (Mar 2012) of 52.225-3.

(iii) Alternate II (Mar 2012) of 52.225-3.

(iv) Alternate III (Mar 2012) of 52.225-3.

\_\_\_\_ (41) 52.225-5, Trade Agreements (May 2012) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

 $\underline{X}$  (42) 52.225-13, Restrictions on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(43) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).

\_\_\_\_ (44) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).

(45) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

\_\_\_\_ (46) 52.232-30, Installment Payments for Commercial Items (Oct 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).

X (47) 52.232-33, Payment by Electronic Funds Transfer—Central Contractor Registration (Oct. 2003) (31 U.S.C. 3332).

(48) 52.232-34, Payment by Electronic Funds Transfer—Other Than Central Contractor Registration (May 1999) (31 U.S.C. 3332).

(49) 52.232-36, Payment by Third Party (Feb 2010) (31 U.S.C. 3332).

(50) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

\_\_\_\_ (51) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (Apr 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or executive orders applicable to acquisitions of commercial items:

[Contracting Officer check as appropriate.]

\_\_\_\_(1) 52.222-41, Service Contract Act of 1965 (Nov 2007) (41 U.S.C. 351, et seq.).

(2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 1989) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

(3) 52.222-43, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Multiple Year and Option Contracts) (Sep 2009) (29 U.S.C.206 and 41 U.S.C. 351, *et seq.*).

(4) 52.222-44, Fair Labor Standards Act and Service Contract Act -- Price Adjustment (Sep 2009) (29 U.S.C. 206 and 41 U.S.C. 351, *et seq.*).

\_\_\_\_ (5) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(6) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*).

\_\_\_\_ (7) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247).

(8) 52.237-11, Accepting and Dispensing of \$1 Coin (Sep 2008) (31 U.S.C. 5112(p)(1)).

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

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

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

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

(e)

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

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

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$650,000 (\$1.5

million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) [Reserved]

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

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

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

(vii) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

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

Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

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

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

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

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

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

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

(End of Clause)

## 252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JUN 2012) – DFARS

(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.

<u>X</u> 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) X 252.203-7000, Requirements Relating to Compensation of Former DoD

Officials (SEP 2011) (Section 847 of Pub. L. 110-181).

(2) <u>X</u>\_\_\_252.203-7003, Agency Office of the Inspector General (APR 2012)(section 6101 of Pub. L. 110-252, 41 U.S.C. 3509).

(3) <u>X</u>\_\_\_\_252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(4) <u>X</u> <u>252.219-7003</u>, Small Business Subcontracting Plan (DoD Contracts) (JUN 2012) (15 U.S.C. 637).

(5) <u>252.219-7004</u>, Small Business Subcontracting Plan (Test Program) (JAN 2011) (15 U.S.C. 637 note).

(6)(i) X\_\_\_\_<u>252.225-7001</u>, Buy American Act and Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83, E.O. 10582).

(ii) \_\_\_\_\_Alternate I (OCT 2011) of <u>252.225-7001</u>.

(7) <u>252.225-7008</u>, Restriction on Acquisition of Specialty Metals (JUL 2009)(10 U.S.C. 2533b).

(8) <u>252.225-7009</u>, Restriction on Acquisition of Certain Articles Containing Specialty Metals (JUN 2012) (10 U.S.C. 2533b).

(9) X\_\_\_\_<u>252.225-7012</u>, Preference for Certain Domestic Commodities (JUN 2012) (10 U.S.C. 2533a).

(10) <u>252.225-7015</u>, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(11) <u>252.225-7016</u>, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011) (Section 8065 of Pub. L. 107-117 and the same restriction in subsequent DoD appropriations acts).

(12) <u>252.225-7017</u>, Photovoltaic Devices (JUN 2012) (Section 846 of Pub. L. 111-383).

(13)(i) X\_<u>252.225-7021</u>, Trade Agreements (JUN 2012) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(ii) \_\_\_\_\_ Alternate I (OCT 2011) of 252.225-7021.

(iii) \_\_\_\_\_Alternate II (OCT 2011) of <u>252.225-7021</u>.

(14) <u>252.225-7027</u>, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(15) <u>252.225-7028</u>, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(16)(i) <u>252.225-7036</u>, Buy American Act—Free Trade Agreements—Balance of Payments Program (JUN 2012) (41 U.S.C. chapter 83 and 19 U.S.C. 3301note).

(ii) Alternate I (JUN 2012) of <u>252.225-7036</u>.

(iii) \_\_\_\_\_ Alternate II (JUN 2012) of <u>252.225-7036</u>.

(iv) \_\_\_\_ Alternate III (JUN 2012) of 252.225-7036.

(v) \_\_\_\_ Alternate IV (JUN 2012) of 252.225-7036.

(17) <u>252.225-7038</u>, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(18) <u>252.225-7039</u>, Contractors Performing Private Security Functions (JUN 2012) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(19) X\_ <u>252.226-7001</u>, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)

(Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(20) <u>252.227-7013</u>, Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see <u>227.7103-6(a)</u>).

(21) <u>252.227-7015</u>, Technical Data—Commercial Items (DEC 2011) (10 U.S.C. 2320).

(22) <u>252.227-7037</u>, Validation of Restrictive Markings on Technical Data

(JUN 2012), if applicable (see 227.7102-4(c).

(23) X\_\_\_\_252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (MAR 2008) (10 U.S.C. 2227).

(24) <u>252.237-7010</u>, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84)

(25) <u>252.237-7019</u>, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(26) X\_\_\_\_<u>252.243-7002</u>, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(27) <u>252.246-7004</u>, Safety of Facilities, Infrastructure, and Equipment For Military Operations (OCT 2010) (Section 807 of Pub. L. 111-84).

(28) <u>252.247-7003</u>, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(29)(i) X\_\_\_\_<u>252.247-7023</u>, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) \_\_\_\_\_ Alternate I (MAR 2000) of <u>252.247-7023</u>.

(iii) \_\_\_\_\_ Alternate II (MAR 2000) of <u>252.247-7023</u>.

(iv) \_\_\_\_\_ Alternate III (MAY 2002) of <u>252.247-7023</u>.

(30) <u>252.247-7024</u>, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(31) <u>252.247-7027</u>, Riding Gang Member Requirements (OCT 2011) (Section 3504 of Pub. L. 110-417).

(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) <u>252.225-7039</u>, Contractors Performing Private Security Functions (AUG 2011) (Section 862 of Pub. L. 110-181, as amended by section 853 of Pub. L. 110-417 and sections 831 and 832 of Pub. L. 111-383).

(2) <u>252.227-7013</u>, Rights in Technical Data—Noncommercial Items (FEB 2012), if applicable (see <u>227.7103-6</u>(a)).

(3) 252.227-7015, Technical Data—Commercial Items (DEC 2011), if applicable (see 227.7102-4(a)).

(4) <u>252.227-7037</u>, Validation of Restrictive Markings on Technical Data (JUN 2012), if applicable (see <u>227.7102-4</u>(c)).

(5) <u>252.237-7010</u>, Prohibition on Interrogation of Detainees by Contractor Personnel (NOV 2010) (Section 1038 of Pub. L. 111-84).

(6) <u>252.237-7019</u>, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Pub. L. 108-375).

(7) <u>252.247-7003</u>, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (SEP 2010) (Section 884 of Pub. L. 110-417).

(8) <u>252.247-7023</u>, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C 2631).

(9) <u>252.247-7024</u>, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)