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|--|--|---|--|--|-------------------------------|------------------|
| SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30 | | | | 1. REQUISITION NUMBER 1000139147 | PAGE 1 OF 18 | |
| 2. CONTRACT NO. SPE300-22-D-P384 | 3. AWARD/EFFECTIVE DATE 2022 JUN 07 | 4. ORDER NUMBER | 5. SOLICITATION NUMBER SPE300-22-R-0016 | 6. SOLICITATION ISSUE DATE 2022 FEB 16 | | |
| 7. FOR SOLICITATION INFORMATION CALL: | | | a. NAME | b. TELEPHONE NUMBER (No collect calls) | 8. OFFER DUE DATE/ LOCAL TIME | |
| 9. ISSUED BY DLA TROOP SUPPORT DIRECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PHILADELPHIA PA 19111-6096 USA Local Admin: Colin Kendra DCK0038 Email: Colin.Kendra@dla.mil | | CODE SPE300 | 10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> EDWOSB <input type="checkbox"/> B (A) NAICS: 311991 SIZE STANDARD: 500 | | | |
| 11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE | 12. DISCOUNT TERMS Net 10 days | | 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/> | | 13b. RATING | |
| 15. DELIVER TO SEE SCHEDULE | CODE | 16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None | | | CODE SPE300 | |
| 17a. CONTRACTOR/ OFFEROR DNO, INC. 3650 E 5TH AVE. COLUMBUS OH 43219-1805 USA TELEPHONE NO. 6142313601 | CODE 05NT4 | FACILITY CODE | 18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA | | CODE SL4701 | |
| <input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER | | | 18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM | | | |
| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
| | See Schedule | | | | | |
| 25. ACCOUNTING AND APPROPRIATION DATA | | | | 26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$17,019,000.00 | | |
| <input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA | | | | <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. | | |
| <input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA | | | | <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED. | | |
| <input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND | | | 29. AWARD OF CONTRACT: REF. SPE30022R0016 OFFER DATED 2022-May-25, YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS: See schedule of items | | | |
| | | | 31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) | | | |
| | | | 31b. NAME OF CONTRACTING OFFICER (Type or Print) ALBRIGHT.LEAHL.12840 44998 Digitally signed by ALBRIGHT.LEAHL.1284044998 Date: 2022.06.07 08:44:19 -04'00' | | | 31c. DATE SIGNED |

| 19. ITEM NO. | 20. SCHEDULE OF SUPPLIES/SERVICES | 21. QUANTITY | 22. UNIT | 23. UNIT PRICE | 24. AMOUNT |
|-----------------|--------------------------------------|-----------------|-------------|-------------------|---------------|
| | | | | | |

32a. QUANTITY IN COLUMN 21 HAS BEEN

RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

| | | |
|--|-----------|---|
| 32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32c. DATE | 32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
|--|-----------|---|

| | |
|--|---|
| 32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE | 32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE |
| 32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE | |

| | | | | |
|--|--------------------|---------------------------------|--|------------------|
| 33. SHIP NUMBER <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 34. VOUCHER NUMBER | 35. AMOUNT VERIFIED CORRECT FOR | 36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL | 37. CHECK NUMBER |
|--|--------------------|---------------------------------|--|------------------|

| | | |
|---------------------|------------------------|-------------|
| 38. S/R ACCOUNT NO. | 39. S/R VOUCHER NUMBER | 40. PAID BY |
|---------------------|------------------------|-------------|

| | | |
|---|-----------------------------------|--------------------------------------|
| 41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT | 42a. RECEIVED BY (<i>Print</i>) | |
| 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER | 41c. DATE | 42b. RECEIVED AT (<i>Location</i>) |
| | | 42c. DATE REC'D (<i>YY/MM/DD</i>) |

Form**I. SOLICITATION/CONTRACT FORM**

The terms and conditions set forth in solicitation SPE300-22-R-0016 are incorporated into subject contract.

The following documents are incorporated by reference into the subject contract: your final offer dated May 25, 2022, which is being accepted by the Government to form this contract.

II. PERFORMANCE PERIOD:**A. Effective Period of the Contract:**

Tier 1: June 7, 2022 - December 9, 2023

Tier 2: December 10, 2023 - June 7, 2025

Tier 3: June 8, 2025 - December 5, 2026

Ordering commences the week of July 10, 2022, with first deliveries beginning July 13, 2022, for Troop customers and the week of July 17, 2022, for School customers.

B. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM

| West Virginia Zone | 18 Month Estimate (1st Tier) | 4.5 Year Estimate (Total Including all Tiers) | 10% Guaranteed Minimum (12 months) | 300% Max (4.5 Years) |
|--------------------|------------------------------|---|------------------------------------|------------------------|
| Group 1 - Troops | \$ 16,000.00 | \$ 48,000.00 | \$ 1,066.67 | \$ 144,000.00 |
| Group 2 - Schools | \$ 1,875,000.00 | \$ 5,625,000.00 | \$ 125,000.00 | \$16,875,000.00 |
| Total | \$ 1,891,000.00 | \$ 5,673,000.00 | \$ 126,066.67 | \$17,019,000.00 |

All Groups have been awarded together, and therefore, the total 10% Guaranteed Minimum contract dollar value is \$126,066.67 and the 300% Maximum contract dollar value is \$17,019,000.00. The guaranteed minimum and maximum, although based on estimates, are a firm dollar amount calculated as a percentage of the estimated dollar value. The guaranteed minimum constitutes the Government's legal ordering obligation under the contract.

The 18 Month (1st Tier) Estimate is \$1,891,000.00 and the 4.5 Year (All Tiers) Estimate is \$5,673,000.00. The term "4.5 Year Estimate" refers to the Government's good faith estimate of the requirement for all Tier periods.

III. START-UP PERIOD

The Contractor's startup period will take place prior to the first order and is included in the 18-month Tier 1

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Form (CONTINUED)

period. The Contractor shall submit a proposed implementation schedule to the Contracting Officer within fifteen (15) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions for all customers covered by this solicitation. An additional sixty (60) days will be granted for actual implementation. No more than ninety (90) days after award will be permitted for the contractor to have fully functional distribution accounts in place for all customers.

DNO, Inc. is required to submit the following:

A. Submit Local Purchase Procurement plan by July 18, 2022 which includes the following elements:

1. A list of specific items that the contractor currently purchases locally;
2. A list of local growers from which the contractor sources product;
3. Plans to expand the purchase of local items;
4. A list of resources that might assist in efforts to source more local products.

B. Submit a Food Defense Plan (NOTE: download a copy of the DLA Troop Support Food Defense Checklist go to (https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check.pdf) by July 8, 2022.

C. Submit a Quality Control Management Plan by July 8, 2022.

IV. ORDERING CATALOGS

The following are part of DNO's offer and are hereby incorporated as part of subject contract:

Offered delivered price to be utilized for first week of ordering. See Attachment 1 for the Pricing Proposal spreadsheet submitted on May 25, 2022.

Distribution prices for the Contract Period are as follows:

**V. SUPPLIES OF SERVICES AND PRICES**

ITEMS: Full-Line Fresh Fruit and Vegetables

CUSTOMERS: DoD Troop and Non-DoD School Customers in the West Virginia Zone listed in Attachment 2 of this document.

FOB TERMS: FOB Destination for all items.

NOTE: Paragraph (d) of the Economic Price Adjustment provision contained in the Solicitation enforces an

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Form (CONTINUED)

upward ceiling on any economic price adjustments applicable to the instant Contract. Specifically, the aggregate of contract Delivered Price increases for each line item on the catalog subject to this provision shall not exceed 130 percent (%) for Department of Defense (DoD) Troop and 110 percent (%) for USDA School customers above that line item's initial Delivered Price on the awarded catalog. The respective percent (%) ceiling for each line item is in effect throughout the entire length of the contract period. To further illustrate this point, Attachment 1 (Final Pricing) includes a separate column that identifies the percentage EPA ceiling for the individual Delivered Prices of each line item on the catalog. This price represents the maximum increase in Delivered Price allowable for the entire 4.5-year length of the Contract. For additional information, see the EPA provision as specified in the Solicitation. That said, please be aware that just because an awardee furnishes a price revision on a biweekly basis that falls within the EPA clause's 130 percent (%) for DoD Troops or 110 percent (%) for USDA School customers ceiling, does not automatically deem that price "fair and reasonable" and thus acceptable. The EPA provision is merely one separate factor that is considered by the Contracting Officer in arriving at his/her final "fair and reasonable" price determinations. Therefore, it is important to note that all other provisions of the Solicitation/Contract must be adhered to in conjunction with the aforementioned EPA provision.

CATALOG #: DoD Troop customers will order under SPE300-22-D-P384, Non-DoD School West VA customers will order under SPE300-22-D-S384. DNO will invoice in accordance with the customer's orders.

All catalog pricing is valid from Sunday thru the following Saturday. Catalog updates must be received no later than 12:00 P.M. EST the preceding Wednesday.

The Troop customers are required to place orders for "skip day" delivery. The School Customers are required to place orders no later than 96 hours before delivery date.

All pricing will be firm at time of order.

VI. DELIVERIES AND PERFORMANCE

The following are the designated plant locations for the performance of this contract for all contract line items:

Places of Performance:

DNO, Inc.
3650 E. 5th Avenue.
Columbus, OH 43219

Clauses**252.232-7017 Accelerating Payments to Small Business Subcontractors --Prohibition on Fees and Consideration. (APR 2020)**

(a) Definition. "Accelerated payment," as used in this clause, means a payment made to a small business subcontractor as quickly as possible, with a goal of 15 days or less after receipt of payment from the Government or receipt of a proper invoice from the subcontractor, whichever is later.

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Form (CONTINUED)

(b) In accordance with section 852 of Public Law 115-232, the Contractor shall not require any further consideration from or charge fees to the small business subcontractor when making accelerated payments, as defined in paragraph (a) of this clause, to subcontractors under the clause at FAR 52.232-40, Providing Accelerated Payments to Small Business Subcontractors.

(c) Subcontracts. Include the substance of this clause, including this paragraph (c), in all subcontracts with small business concerns, including those for the acquisition of commercial items.

(End of clause)

52.222-26 Equal Opportunity (Sept 2016)

(a) *Definition.* As used in this clause.

Compensation means any payments made to, or on behalf of, an employee or offered to an applicant as remuneration for employment, including but not limited to salary, wages, overtime pay, shift differentials, bonuses, commissions, vacation and holiday pay, allowances, insurance and other benefits, stock options and awards, profit sharing, and retirement.

Compensation information means the amount and type of compensation provided to employees or offered to applicants, including, but not limited to, the desire of the Contractor to attract and retain a particular employee for the value the employee is perceived to add to the Contractor's profit or productivity; the availability of employees with like skills in the marketplace; market research about the worth of similar jobs in the relevant marketplace; job analysis, descriptions, and evaluations; salary and pay structures; salary surveys; labor union agreements; and Contractor decisions, statements and policies related to setting or altering employee compensation.

Essential job functions means the fundamental job duties of the employment position an individual holds. A job function may be considered essential if-

(1) The access to compensation information is necessary in order to perform that function or another routinely assigned business task; or

(2) The function or duties of the position include protecting and maintaining the privacy of employee personnel records, including compensation information.

Gender identity has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

Sexual orientation has the meaning given by the Department of Labor's Office of Federal Contract Compliance Programs, and is found at http://www.dol.gov/ofccp/LGBT/LGBT_FAQs.html.

United States, means the 50 States, the District of Columbia, Puerto Rico, the Northern Mariana Islands, American Samoa, Guam, the U.S. Virgin Islands, and Wake Island.

(b)

(1) If, during any 12-month period (including the 12 months preceding the award of this contract), the Contractor has been or is awarded nonexempt Federal contracts and/or subcontracts that have an aggregate value in excess of \$10,000, the Contractor shall comply with this clause, except for work performed outside the United States by employees who were not recruited within the United States. Upon request, the Contractor shall provide information necessary to determine the applicability of this clause.

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Form (CONTINUED)

(2) If the Contractor is a religious corporation, association, educational institution, or society, the requirements of this clause do not apply with respect to the employment of individuals of a particular religion to perform work connected with the carrying on of the Contractor's activities (41 CFR 60-1.5).

(c)

(1) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. However, it shall not be a violation of this clause for the Contractor to extend a publicly announced preference in employment to Indians living on or near an Indian reservation, in connection with employment opportunities on or near an Indian reservation, as permitted by 41 CFR 60-1.5.

(2) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. This shall include, but not be limited to-

(i) Employment;

(ii) Upgrading;

(iii) Demotion;

(iv) Transfer;

(v) Recruitment or recruitment advertising;

(vi) Layoff or termination;

(vii) Rates of pay or other forms of compensation; and

(viii) Selection for training, including apprenticeship.

(3) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Contracting Officer that explain this clause.

(4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(5)

(i) The Contractor shall not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This prohibition against discrimination does not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.

(ii) The Contractor shall disseminate the prohibition on discrimination in paragraph (c)(5)(i) of this clause, using language prescribed by the Director of the Office of Federal Contract Compliance Programs (OFCCP), to employees

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Form (CONTINUED)

and applicants by-

- (A) Incorporation into existing employee manuals or handbooks; and
- (B) Electronic posting or by posting a copy of the provision in conspicuous places available to employees and applicants for employment.
- (6) The Contractor shall send, to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Contracting Officer advising the labor union or workers' representative of the Contractor's commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.
- (7) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (8) The Contractor shall furnish to the contracting agency all information required by Executive Order 11246, as amended, and by the rules, regulations, and orders of the Secretary of Labor. The Contractor shall also file Standard Form 100 (EEO-1), or any successor form, as prescribed in 41 CFR Part 60-1. Unless the Contractor has filed within the 12 months preceding the date of contract award, the Contractor shall, within 30 days after contract award, apply to either the regional Office of Federal Contract Compliance Programs (OFCCP) or the local office of the Equal Employment Opportunity Commission for the necessary forms.
- (9) The Contractor shall permit access to its premises, during normal business hours, by the contracting agency or the OFCCP for the purpose of conducting on-site compliance evaluations and complaint investigations. The Contractor shall permit the Government to inspect and copy any books, accounts, records (including computerized records), and other material that may be relevant to the matter under investigation and pertinent to compliance with Executive Order 11246, as amended, and rules and regulations that implement the Executive Order.
- (10) If the OFCCP determines that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended; in the rules, regulations, and orders of the Secretary of Labor; or as otherwise provided by law.
- (11) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order that is not exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor.
- (12) The Contractor shall take such action with respect to any subcontract or purchase order as the Director of OFCCP may direct as a means of enforcing these terms and conditions, including sanctions for noncompliance, provided, that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of any direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.
- (d) Notwithstanding any other clause in this contract, disputes relative to this clause will be governed by the procedures in 41 CFR 60-1.

(End of clause)

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Form (CONTINUED)**52.222-37 Employment Reports on Veterans (Jun 2020)**

(a) *Definitions.* As used in this clause, "active duty wartime or campaign badge veteran," "Armed Forces service medal veteran," "disabled veteran," "protected veteran," and "recently separated veteran," have the meanings given in Federal Acquisition Regulation (FAR)[22.1301](#).

(b) Unless the Contractor is a State or local government agency, the Contractor shall report at least annually, as required by the Secretary of Labor, on-

(1) The total number of employees in the contractor's workforce, by job category and hiring location, who are protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans);

(2) The total number of new employees hired during the period covered by the report, and of the total, the number of protected veterans (*i.e.*, active duty wartime or campaign badge veterans, Armed Forces service medal veterans, disabled veterans, and recently separated veterans); and

(3) The maximum number and minimum number of employees of the Contractor or subcontractor at each hiring location during the period covered by the report.

(c) The Contractor shall report the above items by filing the VETS-4212 "Federal Contractor Veterans' Employment Report" (see "VETS-4212 Federal Contractor Reporting" and "Filing Your VETS-4212 Report" at <http://www.dol.gov/vets/vets4212.htm>).

(d) The Contractor shall submit VETS-4212 Reports no later than September 30 of each year.

(e) The employment activity report required by paragraphs (b)(2) and (b)(3) of this clause shall reflect total new hires, and maximum and minimum number of employees, during the most recent 12 -month period preceding the ending date selected for the report. Contractors may select an ending date-

(1) As of the end of any pay period between July 1 and August 31 of the year the report is due; or

(2) As of December 31, if the Contractor has prior written approval from the Equal Employment Opportunity Commission to do so for purposes of submitting the Employer Information Report EEO-1 (Standard Form 100).

(f) The number of veterans reported must be based on data known to the contractor when completing the VETS-4212. The contractor's knowledge of veterans status may be obtained in a variety of ways, including an invitation to applicants to self-identify (in accordance with 41 CFR 60-300.42), voluntary self-disclosure by employees, or actual knowledge of veteran status by the contractor. This paragraph does not relieve an employer of liability for discrimination under [38 U.S.C.4212](#).

(g) The Contractor shall insert the terms of this clause in subcontracts valued at or above the threshold specified in FAR [22.1303](#)(a) on the date of subcontract award, unless exempted by rules, regulations, or orders of the Secretary of Labor.

(End of clause)

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Form (CONTINUED)**52.212-5 Contract Terms and Conditions Required To Implement Statutes or Executive Orders --Commercial Products and Commercial Services.**

As prescribed in [12.301\(b\)\(4\)](#), insert the following clause:

Contract Terms and Conditions Required To Implement Statutes or Executive Orders --*Commercial Products and Commercial Services (May 2022)*

(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 products* and *commercial services*:

- (1) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) [52.204-23](#), Prohibition on *Contracting* for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).
- (3) [52.204-25](#), Prohibition on *Contracting* for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) [52.209-10](#), Prohibition on *Contracting* with Inverted Domestic Corporations (Nov 2015). (5) [52.233-3](#), Protest After Award (Aug 1996) ([31 U.S.C. 3553](#)).
- (6) [52.233-4](#), Applicable Law for Breach of Contract *Claim* (Oct 2004) (Public Laws 108-77 and 108-78 ([19 U.S.C. 3805 note](#))).

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

[*Contracting Officer check as appropriate.*]

(1) [52.203-6](#), Restrictions on Subcontractor Sales to the Government (Jun 2020), with *Alternate I* (Nov 2021) ([41 U.S.C. 4704](#) and [10 U.S.C. 2402](#)).

(2) [52.203-13](#), Contractor Code of Business Ethics and Conduct (Nov 2021) ([41 U.S.C. 3509](#))).

(3) [52.203-15](#), Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (Jun 2010) (Section 1553

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Form (CONTINUED)

of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

(4) [52.204-10](#), Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) ([31 U.S.C. 6101 note](#)).

(5) [Reserved].

(6) [52.204-14](#), Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(7) [52.204-15](#), Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).

(8) [52.209-6](#), Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for *Debarment*. (Nov 2021) ([31 U.S.C. 6101 note](#)).

(9) [52.209-9](#), Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ([41 U.S.C. 2313](#)).

(10) [Reserved].

(11) [52.219-3](#), Notice of *HUBZone* Set-Aside or Sole-Source Award (Sep 2021) ([15 U.S.C. 657a](#)).

(12) [52.219-4](#), Notice of Price Evaluation Preference for *HUBZone Small Business Concerns* (Sep 2021) (if the *offeror* elects to waive the preference, it *shall* so indicate in its *offer*) ([15 U.S.C. 657a](#)).

(13) [Reserved]

(14) (i) [52.219-6](#), Notice of Total Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

(ii) *Alternate I* (Mar 2020) of [52.219-6](#).

(15) (i) [52.219-7](#), Notice of Partial Small Business Set-Aside (Nov 2020) ([15 U.S.C. 644](#)).

(ii) *Alternate I* (Mar 2020) of [52.219-7](#).

(16) [52.219-8](#), Utilization of *Small Business Concerns* (Oct 2018) ([15 U.S.C. 637\(d\)\(2\)](#) and (3)).

(17) (i) [52.219-9](#), Small Business Subcontracting Plan (Nov 2021) ([15 U.S.C. 637\(d\)\(4\)](#)).

(ii) *Alternate I* (Nov 2016) of [52.219-9](#).

(iii) *Alternate II* (Nov 2016) of [52.219-9](#).

(iv) *Alternate III* (Jun 2020) of [52.219-9](#).

(v) *Alternate IV* (Sep 2021) of [52.219-9](#).

Form (CONTINUED)

(18) (i) [52.219-13](#), Notice of Set-Aside of Orders (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

(ii) *Alternate I* (Mar 2020) of [52.219-13](#).

(19) [52.219-14](#), Limitations on Subcontracting (Sep 2021) ([15 U.S.C. 637s](#)).

(20) [52.219-16](#), Liquidated Damages --Subcontracting Plan (Sep 2021) ([15 U.S.C. 637\(d\)\(4\)\(F\)\(i\)](#)).

(21) [52.219-27](#), Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Sep 2021) ([15 U.S.C. 657f](#)).

(22) (i) [52.219-28](#), Post Award Small Business Program Representation (Sep 2021) ([15 U.S.C. 632\(a\)\(2\)](#)).

(ii) *Alternate I* (Mar 2020) of [52.219-28](#).

(23) [52.219-29](#), Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged *Women-Owned Small Business Concerns* (Sep 2021) ([15 U.S.C. 637\(m\)](#)).

(24) [52.219-30](#), Notice of Set-Aside for, or Sole-Source Award to, *Women-Owned Small Business Concerns* Eligible Under the Women-Owned Small Business Program (Sep 2021) ([15 U.S.C. 637\(m\)](#)).

(25) [52.219-32](#), Orders Issued Directly Under Small Business Reserves (Mar 2020) ([15 U.S.C. 644\(r\)](#)).

(26) [52.219-33](#), Nonmanufacturer Rule (Sep 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).

(27) [52.222-3](#), Convict Labor (Jun 2003) (E.O.11755).

(28) [52.222-19](#), Child Labor-Cooperation with Authorities and Remedies (Jan 2022) (E.O.13126).

(29) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(30) (i) [52.222-26](#), Equal Opportunity (Sep 2016) (E.O.11246).

(ii) *Alternate I* (Feb 1999) of [52.222-26](#).

(31) (i) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(ii) *Alternate I* (Jul 2014) of [52.222-35](#).

(32) (i) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

(ii) *Alternate I* (Jul 2014) of [52.222-36](#).

(33) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

Form (CONTINUED)

(34) [52.222-40](#), Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).

(35) (i) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(ii) *Alternate I* (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78](#) and E.O. 13627).

(36) [52.222-54](#), Employment Eligibility Verification (*May 2022*) (Executive Order 12989). (Not applicable to the *acquisition* of commercially available off-the-shelf items or certain other types of *commercial products* or *commercial services* as prescribed in FAR [22.1803](#).)

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

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

(38) [52.223-11](#), *Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons* (Jun 2016) (E.O. 13693).

(39) [52.223-12](#), Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

(40)(i) [52.223-13](#), *Acquisition* of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (Oct 2015) of [52.223-13](#).

(41) (i) [52.223-14](#), *Acquisition* of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).

(ii) *Alternate I* (Jun2014) of [52.223-14](#).

(42) [52.223-15](#), Energy Efficiency in Energy-Consuming *Products* (*May 2020*) ([42 U.S.C. 8259b](#)).

(43) (i) [52.223-16](#), *Acquisition* of EPEAT®-Registered Personal Computer *Products* (Oct 2015) (E.O.s 13423 and 13514).

(ii) *Alternate I* (Jun 2014) of [52.223-16](#).

(44) [52.223-18](#), Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

(45) [52.223-20](#), Aerosols (Jun 2016) (E.O. 13693).

(46) [52.223-21](#), Foams (Jun2016) (E.O. 13693).

(47) (i) [52.224-3](#) Privacy Training (Jan 2017) (5 U.S.C. 552 a).

(ii) *Alternate I* (Jan 2017) of [52.224-3](#).

Form (CONTINUED)

(48) [52.225-1](#), Buy American-*Supplies* (Nov 2021) ([41 U.S.C. chapter 83](#)).

(49) (i) [52.225-3](#), Buy American-Free Trade Agreements-Israeli Trade Act (Nov 2021) ([41 U.S.C. chapter 83](#), [19 U.S.C. 3301](#) note, [19 U.S.C. 2112](#) note, [19 U.S.C. 3805](#) note, [19 U.S.C. 4001](#) note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

(ii) *Alternate I* (Jan 2021) of [52.225-3](#).

(iii) *Alternate II* (Jan 2021) of [52.225-3](#).

(iv) *Alternate III* (Jan 2021) of [52.225-3](#).

(50) [52.225-5](#), Trade Agreements (Oct 2019) ([19 U.S.C. 2501](#), *et seq.*, [19 U.S.C. 3301](#) note).

(51) [52.225-13](#), Restrictions on Certain Foreign Purchases (Feb 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

(52) [52.225-26](#), Contractors Performing Private Security Functions Outside the *United States* (Oct 2016) (Section 862, as amended, of the *National Defense Authorization Act for Fiscal Year 2008*; [10 U.S.C. 2302](#)Note).

(53) [52.226-4](#), Notice of Disaster or *Emergency Area Set-Aside* (Nov 2007) ([42 U.S.C. 5150](#)).

(54) [52.226-5](#), Restrictions on Subcontracting Outside Disaster or *Emergency Area* (Nov 2007) ([42 U.S.C. 5150](#)).

(55) [52.229-12](#), Tax on Certain Foreign *Procurements* (Feb 2021).

(56) [52.232-29](#), Terms for Financing of Purchases of *Commercial Products* and *Commercial Services* (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

(57) [52.232-30](#), Installment Payments for *Commercial Products* and *Commercial Services* (Nov 2021) ([41 U.S.C. 4505](#), [10 U.S.C. 2307\(f\)](#)).

(58) [52.232-33](#), Payment by Electronic Funds Transfer-System for Award Management (Oct 2018) ([31 U.S.C. 3332](#)).

(59) [52.232-34](#), Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ([31 U.S.C. 3332](#)).

(60) [52.232-36](#), Payment by Third Party (*May* 2014) ([31 U.S.C. 3332](#)).

(61) [52.239-1](#), Privacy or Security Safeguards (Aug 1996) ([5 U.S.C. 552a](#)).

(62) [52.242-5](#), Payments to *Small Business Subcontractors* (Jan 2017) ([15 U.S.C. 637\(d\)\(13\)](#)).

Form (CONTINUED)

_(63)

(i) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) and [10 U.S.C. 2631](#)).

_(ii) *Alternate I* (Apr 2003) of [52.247-64](#).

_(iii) *Alternate II* (Nov 2021) 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 products and commercial services*:

[Contracting Officer check as appropriate.]

_(1) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

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

_(3) [52.222-43](#), Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and *Option Contracts*) (Aug 2018) ([29 U.S.C. 206](#) and [41 U.S.C. chapter 67](#)).

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

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

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

_(7) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

_(8) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

X(9) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)).

(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*, as defined in FAR [2.101](#), on the date of award of this contract, 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.

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Form (CONTINUED)

(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 products* or *commercial services*. 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 (Nov 2021) ([41 U.S.C. 3509](#)).

(ii) [52.203-19](#), Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) [52.204-23](#), Prohibition on *Contracting* for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Nov 2021) (Section 1634 of Pub. L. 115-91).

(iv) [52.204-25](#), Prohibition on *Contracting* for Certain Telecommunications and Video Surveillance Services or Equipment. (Nov 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) [52.219-8](#), Utilization of *Small Business Concerns* (Oct 2018) ([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 the applicable threshold specified in FAR [19.702\(a\)](#) on the date of subcontract award, the subcontractor *must* include [52.219-8](#) in lower tier subcontracts that *offer* subcontracting opportunities.

(vi) [52.222-21](#), Prohibition of Segregated Facilities (Apr 2015).

(vii) [52.222-26](#), Equal Opportunity (Sep 2015) (E.O.11246).

(viii) [52.222-35](#), Equal Opportunity for Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(ix) [52.222-36](#), Equal Opportunity for Workers with Disabilities (Jun 2020) ([29 U.S.C. 793](#)).

(x) [52.222-37](#), Employment Reports on Veterans (Jun 2020) ([38 U.S.C. 4212](#)).

(xi) [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](#).

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Form (CONTINUED)

(xii) [52.222-41](#), Service Contract Labor Standards (Aug 2018) ([41 U.S.C. chapter 67](#)).

(xiii)

(A) [52.222-50](#), Combating Trafficking in Persons (Nov 2021) ([22 U.S.C. chapter 78](#) and E.O 13627).

(B) *Alternate I* (Mar 2015) of [52.222-50](#) ([22 U.S.C. chapter 78 and E.O. 13627](#)).

(xiv) [52.222-51](#), Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May2014) ([41 U.S.C. chapter 67](#)).

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

(xvi) [52.222-54](#), Employment Eligibility Verification (May 2022) (E.O. 12989).

(xvii) [52.222-55](#), Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xviii) [52.222-62](#), Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

(xix)

(A) [52.224-3](#), Privacy Training (Jan 2017) ([5 U.S.C. 552a](#)).

(B) *Alternate I* (Jan 2017) of [52.224-3](#).

(xx) [52.225-26](#), Contractors Performing Private Security Functions Outside the *United States* (Oct 2016) (Section 862, as amended, of the *National Defense Authorization Act for Fiscal Year 2008*; [10 U.S.C. 2302 Note](#)).

(xxi) [52.226-6](#), Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) ([42 U.S.C. 1792](#)). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) [52.247-64](#), Preference for Privately Owned U.S.-Flag Commercial Vessels (Nov 2021) ([46 U.S.C. 55305](#) 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 products* and *commercial services* a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

Part 12 Clauses

52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR

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

252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) DFARS

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Part 12 Clauses (CONTINUED)

252.215-7014 EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (JUN 2018) DFARS

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021) FAR

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2021) DFARS

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021) DFARS