

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1000140901	<b>PAGE 1 OF 13</b>
2. CONTRACT NO. SPE300-22-D-V013	3. AWARD/EFFECTIVE DATE 2022 JUN 02	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-22-R-0026	6. SOLICITATION ISSUE DATE 2022 APR 19	
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 19111-5096 USA Local Admin: Joseph Forgach DJF0044 Tel: DSN312-444-0549 Email: Joseph.Forgach@dia.mil	CODE SPE300	10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 311812 <input type="checkbox"/> 8 (A) SIZE STANDARD:	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 10 days	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO SEE SCHEDULE	CODE	16. ADMINISTERED BY SEE BLOCK 9 Critically: PAS : None		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
17a. CONTRACTOR/ OFFEROR DFA DAIRY BRANDS FLUID, LLC DBA DAIRY FRESH 1350 W FAIRFIELD RD HIGH POINT NC 27263-1616 USA TELEPHONE NO. 8642935469	CODE 8RMA2	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
	See Schedule				
25. ACCOUNTING AND APPROPRIATION DATA				26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$7,500,000.00	
<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 DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. SPE300-22-R-0026 OFFER DATED 2022-May-18 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		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 			31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)		
30b. NAME AND TITLE OF SIGNER (Type or Print) Paul Nero General Manager, PET Dairy - North		30c. DATE SIGNED 6/2/22	31b. NAME OF CONTRACTING OFFICER (Type or Print) FORGACH.JOSEP H.GERALD.103966 1817 <small>Digitally signed by FORGACH.JOSEPH.GERALD.1039661817 Date: 2022.06.02 12:03:17 -04'00'</small>		31c. DATE SIGNED 2022 JUN 02

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
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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
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38. S/R ACCOUNT NO.	39. S/R VOUCHER NUMBER	40. PAID BY
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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> )
		42d. TOTAL CONTAINERS

**Form****I. SOLICITATION/CONTRACT FORM**

The terms and conditions set forth in solicitation SPE300-22-R-0026 and Amended 0001 dated May 16, 2022, are incorporated into subject contract.

The following documents are incorporated by reference into the subject contract: your final offer, which is being accepted by the Government to form this contract, Solicitation SPE300-22-R-0026 dated May 18, 2022.

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

Period of Performance: July 10, 2022 through July 5, 2025

Tier I: July 10, 2022 through July 6, 2024

Tier II: July 7, 2022 through July 5, 2025

Point(s) of Contact for ORDERING: Brian Steelman, [brian.steelman@dfamilk.com](mailto:brian.steelman@dfamilk.com); (864) 293-5469

Point(s) of Contact for INVOICING & PAYMENT: Brian Steelman, [brian.steelman@dfamilk.com](mailto:brian.steelman@dfamilk.com); (864) 293-5469 and PET Customer Service, 888-215-7774, [PET\\_customerservice@dfamilk.com](mailto:PET_customerservice@dfamilk.com)

Ordering commences on July 10, 2022 with first deliveries beginning July 12, 2022 for Troop customers.

**B. ESTIMATED DOLLAR VALUE/GUARANTEED MINIMUM/MAXIMUM**

Estimated Contract Value: \$3,000,000.00

Contract Guaranteed Minimum Value is 10% based on the 12 month estimated contract value: \$100,000.00

Contract Maximum Value based on 250% of the estimated contract value: \$7,500,000.00

**III. ORDERING CATALOGS**

The following are part of PET Dairy offer and are hereby incorporated as part of subject contract:

**SUPPLIES OF SERVICES AND PRICES**

**ITEMS:** Fresh Milk and Dairy Items listed in Attachment 1 of this document.

**CUSTOMERS:** DoD Troop Customers in the State of North Carolina Zone listed in Attachment 2 of this document.

**FOB TERMS:** FOB Destination for all items.

**CONTINUED ON NEXT PAGE**

**Form (CONTINUED)**

**CATALOG #:** DoD Troop customers will order under SPE300-22-D-V013. PET Dairy will invoice in accordance with the customer's orders.

PET Dairy will not invoke any additional charges for emergency orders (defined as an order that is placed for same day delivery).

**CONTRACTOR'S CODING SYSTEM:**

Within 72 hours of receipt of notice of award, contractor will supply each ordering activity with the contractor's coding system (pull date, color codes, etc.). this is a mandatory requirement.

**DELIVERIES AND PERFORMANCE**

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

**Places of Performance:**

DFA Dairy Brands Fluid, LLC, dba PET Dairy  
1350 W. Fairfield Road  
High Point, NC 27263

## PET Dairy Branch Locations:

PET Dairy  
3300 The Plaza  
Charlotte, NC 28205  
PET Dairy  
1105 N William St.  
Goldsboro, NC 27530

PET Dairy  
210 Fairway Rd.  
Jacksonville, NC 28541

PET Dairy  
1601 N Roberts Ave.  
Lumberton, NC 28358

PET Dairy  
774 E Hwy 74,  
Rockingham, NC 28379

## PET Dairy Plant Locations:

PET Dairy  
2221 N Patterson Ave  
Winston-Salem, NC 27105

**Form (CONTINUED)**

PET Dairy  
1350 W Fairfield Rd.  
High Point, NC 27263

**Part 12 Clauses****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 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

**CONTINUED ON NEXT PAGE**

**Part 12 Clauses (CONTINUED)**

(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.

**Part 12 Clauses (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).

X (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)).

X (27) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).

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

X (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).

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

\_(ii) *Alternate I* (Feb 1999) of 52.222-26.

X (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.

X (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.

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

**Part 12 Clauses (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.

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

**Part 12 Clauses (CONTINUED)**

\_(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).

X (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)).

X (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)).

\_(63)

**Part 12 Clauses (CONTINUED)**

(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).

(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.

(2) The Contractor *shall* make available at its offices at all reasonable times the records, materials, and other evidence for

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**Part 12 Clauses (CONTINUED)**

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.

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

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**Part 12 Clauses (CONTINUED)**

(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)

**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****52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021) FAR****CONTINUED ON NEXT PAGE**

**Part 12 Clauses (CONTINUED)****252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021) DFARS****Attachments****List of Attachments**

Description	File Name
ATTACH_ATTACHMENT_1__SCHEDULE_OF_ITEM MS	ATTACHMENT 1 - SCHEDULE OF ITEMS. xlsx
ATTACH_ATTACHMENT_2__DELIVERY_SCHEDULE LE	ATTACHMENT 2 - DELIVERY SCHEDULE. xlsx
ATTACH_Signed_Page_1_ __DV013	Dual Signed Page 1 - (06-02-2022).pdf