

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS**  
**OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30**

1. REQUISITION NUMBER  
1000131422

2. CONTRACT NO. SPE300-23-D-P408  
 3. AWARD/EFFECTIVE DATE 2023 AUG 01  
 4. ORDER NUMBER  
 5. SOLICITATION NUMBER SPE300-22-R-0003  
 6. SOLICITATION ISSUE DATE 2022 APR 27

7. FOR SOLICITATION INFORMATION CALL:   
 a. NAME  
 b. TELEPHONE NUMBER (No collect calls)  
 8. OFFER DUE DATE/ LOCAL TIME

9. ISSUED BY CODE SPE300  
 DLA TROOP SUPPORT  
 DIRECTORATE OF SUBSISTENCE  
 700 ROBBINS AVENUE  
 PHILADELPHIA PA 19111-5096  
 USA  
 Local Admin: Fabio Patino DFP0008 Tel: 215-737-4190  
 Email: Fabio.Patino@dla.mil  
 10. THIS ACQUISITION IS  
 UNRESTRICTED OR  SET ASIDE: 100 % FOR:  
 SMALL BUSINESS  
 HUBZONE SMALL BUSINESS  
 SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS  
 WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM  
 EDWOSB NAICS: 311991  
 8 (A) SIZE STANDARD:500

11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED  
 SEE SCHEDULE  
 12. DISCOUNT TERMS Net 10 days  
 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)  
  
 13b. RATING  
 14. METHOD OF SOLICITATION  
 RFQ  IFB  RFP

15. DELIVER TO CODE  
 SEE SCHEDULE  
 16. ADMINISTERED BY CODE SPE300  
 SEE BLOCK 9  
 Criticality: PAS : None

17a. CONTRACTOR/ OFFEROR CODE 3VGS4 FACILITY CODE  
 FREEDOM FRESH LLC  
 11001 NW 124TH ST  
 MEDLEY FL 33178-4066  
 USA  
 TELEPHONE NO. 3057155715  
 18a. PAYMENT WILL BE MADE BY CODE SL4701  
 DEF FIN AND ACCOUNTING SVC  
 BSM  
 P O BOX 182317  
 COLUMBUS OH 43218-2317  
 USA

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.  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)  
 \$189,504,000.00

27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1, 52.212-4. FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.  
 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA  ARE  ARE NOT ATTACHED.

28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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  
 29. AWARD OF CONTRACT: REF. SPE30022R0003 OFFER DATED 2023-Mar-10. 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)  
 30c. DATE SIGNED  
 31b. NAME OF CONTRACTING OFFICER (Type or Print)  
 31c. DATE SIGNED 2023 AUG 01

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

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL     FINAL

COMPLETE     PARTIAL     FINAL

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 (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

42c. DATE REC'D (*YY/MM/DD*)

42d. TOTAL CONTAINERS

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

The terms and conditions set forth in solicitation SPE300-22-R-0003 are incorporated into subject contract:

The following documents are incorporated by reference into the subject contract: your final offer dated March 10, 2023, which is being accepted by the Government to form this contract.

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

- Tier 1 - August 1, 2023 through July 31, 2025
- Tier 2 - August 1, 2025 through January 31, 2027
- Tier 3 - February 1, 2027 through August 1, 2028

Ordering commences on October 1, 2023 with first deliveries beginning October 3, 2023 for Troop customers and October 5, 2023 for School customers.

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

All Groups have been awarded together, and therefore, the total 10% Guaranteed Minimum contract dollar value is \$1,263,360.00 and the 300% Maximum contract dollar value is \$189,504,000.00. The guaranteed minimum and maximum, although based on estimates, are fixed firm dollar amounts, which are calculated as a percentage of 12 months of the Tier 1 and 5-year estimated dollar values, respectively. The guaranteed minimum covers the entire contract term (inclusive of all tiers) and, once this obligation is met, there is no further ordering obligation on the part of the Agency regardless of what tier period said obligation is met within. If multiple groups are awarded under the contract, the aggregate guaranteed minimum and contract maximum dollar values for those groups apply to the entire contract, and not on a per group basis.

The 24 Month (1<sup>st</sup> Tier) Estimate is \$25,267,200.00 and the 5 Year (All Tiers) Estimate is \$63,168,000.00. The term "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 24-month Tier 1 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.

Freedom Fresh is required to submit the following:

A. Submit Local Purchase Procurement plan by September 11, 2023 which includes the following elements:

1. A list of specific items that the contractor currently purchases locally;

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**Form (CONTINUED)**

2. A list of local growers from which the contractor sources product;
3. Plans to expand the purchase of local items; and
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](https://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check.pdf)) by September 11, 2023.

C. Submit a Quality Control Management Plan by September 11, 2023.

**IV. ORDERING CATALOGS**

The following are part of Freedom Fresh'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 March 10, 2023.

Distribution prices for the Contract Period are as follows:

Distribution Price	Tier 1	Tier 2	Tier 3
Group 1 (South Florida Troops)			
Group 2 (South Florida Schools)			

**SUPPLIES OF SERVICES AND PRICES**

**ITEMS:** Full-Line Fresh Fruit and Vegetables

**CUSTOMERS:** DoD Troop and Non-DoD School Customers in the South Florida 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 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 120 percent (%) for Department of Defense (DoD) Troop and 120 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 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 120 percent (%) for DoD Troops or 120 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.

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**Form (CONTINUED)**

**CATALOG #:** South Florida DoD Troop customers will order under SPE300-23-D-P408, South Florida Non-DoD School Direct Deliveries customers will order under SPE300-23-D-S408. Freedom 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.

Troop customers shall place their orders to accommodate at a minimum a 2-day lead time, i.e "skip day" delivery. School customers shall place their orders to accommodate at a minimum a 4-day lead time.

All pricing will be firm-fixed at time of order by the customer(s).

For Troop customers only, Freedom will provide up to one emergency order per month per customer at no additional cost to the Government. As specified by the customer, all emergency order(s) for supplies must be same day or next day. Expeditious fulfillment of the emergency requirement is imperative.

Once submitted through the applicable electronic ordering system (i.e. STORES or FFAVORS), an order may be cancelled by a customer up to 1 day before scheduled delivery via written (e.g. Email) notification to the Contractor and the Contracting Officer. Less than 1 day from delivery, an order may be cancelled by mutual agreement between the customer and the Contractor. In the event of an act of God, such as extreme weather, the specific situation regarding a cancelled delivery, within less than 1 day, will be dealt with in an equitable manner by the Contracting Officer, who has the ultimate authority and discretion to resolve said issues.

**DELIVERIES AND PERFORMANCE**

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

**Places of Performance:****Freedom Fresh LLC**

11001 NW 124<sup>th</sup> St  
Medley, FL 33178

**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 (Jun 2023)

(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) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801).
- (6) 52.233-3, Protest After Award (Aug 1996) ( 31 U.S.C. 3553).
- (7) 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)).

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**Form (CONTINUED)**

(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. 4655).
- (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.)
- (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) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).
- (9) 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).
- (10) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) ( 41 U.S.C. 2313).
- (11) [Reserved].
- (12) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Oct 2022) ( 15 U.S.C. 657a).
- (13) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Oct 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) ( 15 U.S.C. 657a).
- (14) [Reserved]
- (15) (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.
- (16) (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.
- (17) 52.219-8, Utilization of Small Business Concerns (Oct 2022) ( 15 U.S.C. 637(d)(2) and (3)).
- (18) (i) 52.219-9, Small Business Subcontracting Plan (Oct 2022) ( 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.
- (19) (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.
- (20) 52.219-14, Limitations on Subcontracting (Oct 2022) ( 15 U.S.C. 637s).
- (21) 52.219-16, Liquidated Damages --Subcontracting Plan (Sep 2021) ( 15 U.S.C. 637(d)(4)(F)(i)).
- (22) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Oct 2022) ( 15 U.S.C. 657f).
- (23) (i) 52.219-28, Post Award Small Business Program Rerepresentation (Oct 2022) ( 15 U.S.C. 632(a)(2)).
- (ii) Alternate I (Mar 2020) of 52.219-28.
- (24) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Oct 2022) ( 15 U.S.C. 637(m)).
- (25) 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 (Oct 2022) ( 15 U.S.C. 637(m)).
- (26) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) ( 15 U.S.C. 644(r)).
- (27) 52.219-33, Nonmanufacturer Rule (Sep 2021) ( 15U.S.C. 637(a)(17)).
- (28) 52.222-3, Convict Labor (Jun 2003) (E.O.11755).
- (29) 52.222-19, Child Labor-Cooperation with Authorities and Remedies (Dec 2022) (E.O.13126).
- (30) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- (31) (i) 52.222-26, Equal Opportunity (Sep 2016) (E.O.11246).
- (ii) Alternate I (Feb 1999) of 52.222-26.
- (32) (i) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).
- (ii) Alternate I (Jul 2014) of 52.222-35.
- (33) (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.
- (34) 52.222-37, Employment Reports on Veterans (Jun 2020) ( 38 U.S.C. 4212).
- (35) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- (36) (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).
- (37) 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.)
- (38) (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))

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**Form (CONTINUED)**

(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.)

(39) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).

(40) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).

(41) (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.

(42) (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.

(43) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) ( 42 U.S.C. 8259b).

(44) (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.

(45) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).

(46) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).

(47) 52.223-21, Foams (Jun2016) (E.O. 13693).

(48) (i) 52.224-3 Privacy Training (Jan 2017) (5 U.S.C. 552 a).

(ii) Alternate I (Jan 2017) of 52.224-3.

(49) (i) 52.225-1, Buy American-Supplies (Oct 2022) ( 41 U.S.C. chapter 83).

(ii) Alternate I (Oct 2022) of 52.225-1.

(50) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (Dec 2022) ( 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 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 [Reserved].

(iii) Alternate II (Dec 2022) of 52.225-3.

(iv) Alternate III (Jan 2021) of 52.225-3.

(v) Alternate IV (Oct 2022) of 52.225-3.

(51) 52.225-5, Trade Agreements (Dec 2022) ( 19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

(52) 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).

(53) 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. Subtitle A, Part V, Subpart G Note).

(54) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) ( 42 U.S.C. 5150).

(55) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov2007) ( 42 U.S.C. 5150).

(56) 52.229-12, Tax on Certain Foreign Procurements (Feb 2021).

(57) 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. 3805).

(58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (Nov 2021) ( 41 U.S.C. 4505, 10 U.S.C. 3805).

(59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (Oct2018) ( 31 U.S.C. 3332).

(60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (Jul 2013) ( 31 U.S.C. 3332).

(61) 52.232-36, Payment by Third Party (May 2014) ( 31 U.S.C. 3332).

(62) 52.239-1, Privacy or Security Safeguards (Aug 1996) ( 5 U.S.C. 552a).

(63) 52.242-5, Payments to Small Business Subcontractors (Jan 2017) ( 15 U.S.C. 637(d)(13)).

(64) (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. chapter67).

(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) ( 29U.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

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**Form (CONTINUED)**

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 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) 52.204-27, Prohibition on a ByteDance Covered Application (Jun 2023) (Section 102 of Division R of Pub. L. 117-328).

(vi) 52.219-8, Utilization of Small Business Concerns (Oct 2022) ( 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.

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

(viii) 52.222-26, Equal Opportunity (Sep 2015) (E.O.11246).

(ix) 52.222-35, Equal Opportunity for Veterans (Jun 2020) ( 38 U.S.C. 4212).

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

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

(xii) 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.

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

(xiv) (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).

(xv) 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).

(xvi) 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).

(xvii) 52.222-54, Employment Eligibility Verification (May 2022) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (Jan 2022).

(xix) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2022) (E.O. 13706).

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

(B) Alternate I (Jan 2017) of 52.224-3.

(xxi) 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. Subtitle A, Part V, Subpart G Note).

(xxii) 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.

(xxiii) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (Mar 2023) ( 31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxiv) 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 (CONTINUED)**

**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 (JAN 2023) DFARS**

**252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (JAN 2023) DFARS**

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

**252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (JAN 2023) DFARS**

As prescribed in [232.7004](#) (b), use the following clause:

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

*Department of Defense Activity Address Code (DoDAAC)* is a six position code that uniquely identifies a unit, activity, or organization.

*Document type* means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

*Local processing office (LPO)* is the office responsible for payment certification when payment certification is done external to the entitlement system.

*Payment request* and *receiving report* are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) *Electronic invoicing.* The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation System (DFARS) 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) *WAWF access.* To access WAWF, the Contractor shall -

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.sam.gov> and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) *WAWF training.* The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb.mil/>.

(e) *WAWF methods of document submission.* Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) *Document type.* The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items -

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

(Contracting Officer: Insert applicable invoice and receiving report document type(s) for fixed price line items that require shipment of a deliverable.)

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

(Contracting Officer: Insert either “Invoice 2in1” or the applicable invoice and receiving report document type(s) for fixed price line items for services.)

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial financing, submit a commercial financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

**Routing Data Table \***

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	

**Part 12 Clauses (CONTINUED)**

Field Name in WAWF	Data to be entered in WAWF
Service Acceptor	
Accept (DoDAAC)	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

(\* Contracting Officer: Insert applicable DoDAAC information. If multiple ship to/acceptance locations apply, insert "See Schedule" or "Not applicable.")

(\*\* Contracting Officer: If the contract provides for progress payments or performance-based payments, insert the DoDAAC for the contract administration office assigned the functions under FAR 42.302(a)(13).)

(4) *Payment request.* The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) *Receiving report.* The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) *WAWF point of contact.* (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

(Contracting Officer: Insert applicable information or "Not applicable.")

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

**52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR****252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JAN 2023) 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 2023) DFARS****Attachments****List of Attachments**

Description	File Name
ATTACH_Attachment_1	Attachment 1.xlsx
ATTACH_Attachment_2	Attachment 2.xlsx
ATTACH_Signed_Award_Doc	SPE30023DP408 Signed Award.pdf