

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000171468	PAGE 1 OF 13
2. CONTRACT NO. SPE300-24-D-3009	3. AWARD/EFFECTIVE DATE 2024 FEB 09	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE300-23-R-0039	6. SOLICITATION ISSUE DATE 2023 NOV 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 19111-5096 USA Local Admin: Alyssa Marley DAM0137 Tel: 215-737-4281 Email: Alyssa.Marley@dma.mil		CODE SPE300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 312111 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <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 30 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		
17a. CONTRACTOR/ OFFEROR PEPSICO BEVERAGE SALES LLC 700 ANDERSON HILL RD PURCHASE NY 10577-1401 USA TELEPHONE NO. 8042011063	CODE 98NE1	FACILITY CODE	18a. PAYMENT WILL BE MADE BY 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 <input type="checkbox"/>		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) \$7,000,000.00	
<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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA			<input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED.		
<input checked="" type="checkbox"/> 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			<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. <u>Pepal 98NE1</u> OFFER DATED <u>2024-Jan-18</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:		
30a. SIGNATURE OF OFFEROR/CONTRACTOR 		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) 			
30b. NAME AND TITLE OF SIGNER (Type or Print) Justin Stanojev, Sr. Sales Manager		30c. DATE SIGNED 1/29/2024	31b. NAME OF CONTRACTING OFFICER (Type or Print) Jacob Slodnick		31c. DATE SIGNED 1/29/24 2024 JAN 29

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-D-3009	PAGE 3 OF 13 PAGES
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This is an Indefinite Delivery Contract awarded to Pepsi under the authority and FAR 13.5. Simplified Acquisition Procedures for Commercial Items. All terms and conditions of solicitation SPE300-23-R-0039, including Amendment 0001, 0002, 0003, 004, and 0005, and the offer from Pepsi dated January 18, 2024, are incorporated by reference into this contract SPE300-24-D-3009.

ITEM DESCRIPTION: Bag-In-Box Carbonated and Non-Carbonated Beverage Base Products and Related Dispensing Equipment and Maintenance.

CONTRACT PERIOD: The contract performance period will begin February 09, 2024, until approximately 450 days or until the maximum dollar value of \$7,000,000.00 has been met. During contract performance customers will be free to choose which awardee(s) they will use. Due to the Government's intention to make multiple awards, the guaranteed minimum will be \$175,000.00 (2.5% of Contract Maximum). Once orders up to the guaranteed minimum dollar value have been placed, the Government will have no further ordering obligation under the Indefinite Delivery Contract.

CUSTOMER: Land and Ships Customers in Continental United States (CONUS), Alaska, Hawaii, and Guam.

SECTION B

SUPPLIES/SERVICES:

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	GM5022304 Institutional Feeding Div-Philadelphia	1.000	EA	\$ 1.00	\$ 0.00

PRICING TERMS: Firm Fixed Price

SUPPLIES/SERVICES:

CLIN	Price	Delivery (in days)
0001	\$ 1.00	000

QTY VARIANCE: PLUS 0% MINUS 0%

INSPECTION POINT: DESTINATION

ACCEPTANCE POINT: DESTINATION

FOB: DESTINATION DELIVERY DATE:

FOB PAYMENT METHOD: CONTRACTOR

GOVT USE

ITEM	PR	PRLI	PR	External	External	External	Customer RDD/ Need Ship Date
0001	1000171468	0001	N/A	N/A	N/A	N/A	N/A

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-24-D-3009	PAGE 5 OF 13 PAGES
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SECTION I - CONTRACT 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

252.204-7014 LIMITATIONS ON THE USE OR DISCLOSURE OF INFORMATION BY LITIGATION SUPPORT CONTRACTORS (JAN 2023) DFARS

52.211-15 DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS (APR 2008) FAR

252.215-7014 EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (DEC 2022) DFARS

252.219-7000 ADVANCING SMALL BUSINESS GROWTH (JUN 2023) FAR

252.223-7009 PROHIBITION OF PROCUREMENT OF FLOURINATED AQUEOUS FILM-FORMING FOAM FIRE-FIGHTING AGENT FOR USE ON MILITARY INSTALLATIONS (OCT 2023) FAR

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (MAR 2023) 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

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SECTION I - CONTRACT CLAUSES (CONTINUED)

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)	
Service Acceptor (DoDAAC)	
Accept at Other 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

5452.233-9001 DISPUTES - AGREEMENT TO USE ALTERNATIVE DISPUTE RESOLUTION (JUN 2020) DLAD

(a) The parties agree to negotiate with each other to try to resolve any disputes that may arise. If unassisted negotiations are unsuccessful, the parties will use alternative dispute resolution (ADR) techniques to try to resolve the dispute. Litigation will only be considered as a last resort when ADR is unsuccessful or has been documented by the party rejecting ADR to be inappropriate for resolving the dispute.
(b) Before either party determines ADR inappropriate, that party must discuss the use of ADR with the other party. The documentation rejecting ADR must be signed by an official authorized to bind the Contractor (see Federal Acquisition Regulation (FAR) clause 52.233-1), or, for the Agency, by the Contracting Officer, and approved at a level above the Contracting Officer after consultation with the ADR Specialist and with legal. Contractor personnel are also encouraged to include the ADR Specialist in their discussions with the Contracting Officer before determining ADR to be inappropriate.
(c) The offeror should check here to opt out of this clause:
 Alternate wording may be negotiated with the contracting officer.

252.244-7000 SUBCONTRACTS FOR COMMERCIAL PRODUCTS OR COMMERCIAL SERVICES (NOV 2023) DFARS

252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA --- BASIC (JAN 2023) DFARS

Basic. As prescribed in 247.574 (b) and (b)(1), use the following clause:
(a) Definitions. As used in this clause --
"Components" means articles, materials, and supplies incorporated directly into end products at any level of manufacture, fabrication, or assembly by the Contractor or any subcontractor.
"Department of Defense" (DoD) means the Army, Navy, Air Force, Marine Corps, and defense agencies.
"Foreign-flag vessel" means any vessel that is not a U.S.-flag vessel.
"Ocean transportation" means any transportation aboard a ship, vessel, boat, barge, or ferry through international waters.

SECTION I - CONTRACT CLAUSES (CONTINUED)

"Subcontractor" means a supplier, materialman, distributor, or vendor at any level below the prime contractor whose contractual obligation to perform results from, or is conditioned upon, award of the prime contract and who is performing any part of the work or other requirement of the prime contract.

"Supplies" means all property, except land and interests in land, that is clearly identifiable for eventual use by or owned by the DoD at the time of transportation by sea.

- (i) An item is clearly identifiable for eventual use by the DoD if, for example, the contract documentation contains a reference to a DoD contract number or a military destination.
- (ii) "Supplies" includes (but is not limited to) public works; buildings and facilities; ships; floating equipment and vessels of every character, type, and description, with parts, subassemblies, accessories, and equipment; machine tools; material; equipment; stores of all kinds; end items; construction materials; and components of the foregoing.

"U.S.-flag vessel" means a vessel of the United States or belonging to the United States, including any vessel registered or having national status under the laws of the United States.

(b)(1) The Contractor shall use U.S.-flag vessels when transporting any supplies by sea under this contract.

(2) A subcontractor transporting supplies by sea under this contract shall use U.S.-flag vessels if --

- (i) This contract is a construction contract; or
- (ii) The supplies being transported are --
 - (A) Noncommercial items; or
 - (B) Commercial items that --

- (1) The Contractor is reselling or distributing to the Government without adding value (generally, the Contractor does not add value to items that it subcontracts for f.o.b. destination shipment);
- (2) Are shipped in direct support of U.S. military contingency operations, exercises, or forces deployed in humanitarian or peacekeeping operations; or
- (3) Are commissary or exchange cargoes transported outside of the Defense Transportation System in accordance with 10 U.S.C. 2643.

(c) The Contractor and its subcontractors may request that the Contracting Officer authorize shipment in foreign-flag vessels, or designate available U.S.-flag vessels, if the Contractor or a subcontractor believes that --

- (1) U.S.-flag vessels are not available for timely shipment;
- (2) The freight charges are inordinately excessive or unreasonable; or
- (3) Freight charges are higher than charges to private persons for transportation of like goods.

(d) The Contractor must submit any request for use of foreign-flag vessels in writing to the Contracting Officer at least 45 days prior to the sailing date necessary to meet its delivery schedules. The Contracting Officer will process requests submitted after such date(s) as expeditiously as possible, but the Contracting Officer's failure to grant approvals to meet the shipper's sailing date will not of itself constitute a compensable delay under this or any other clause of this contract. Requests shall contain at a minimum --

- (1) Type, weight, and cube of cargo;
- (2) Required shipping date;
- (3) Special handling and discharge requirements;
- (4) Loading and discharge points;
- (5) Name of shipper and consignee;
- (6) Prime contract number; and
- (7) A documented description of efforts made to secure U.S.-flag vessels, including points of contact (with names and telephone numbers) with at least two U.S.-flag carriers contacted. Copies of telephone notes, telegraphic and facsimile message or letters will be sufficient for this purpose.

(e) The Contractor shall, within 30 days after each shipment covered by this clause, provide the Contracting Officer and the Maritime Administration, Office of Cargo Preference, U.S. Department of Transportation, 400 Seventh Street SW, Washington, DC 20590, one copy of the rated on board vessel operating carrier's ocean bill of lading, which shall contain the following information:

- (1) Prime contract number;
- (2) Name of vessel;
- (3) Vessel flag of registry;
- (4) Date of loading;
- (5) Port of loading;
- (6) Port of final discharge;
- (7) Description of commodity;
- (8) Gross weight in pounds and cubic feet if available;
- (9) Total ocean freight in U.S. dollars; and
- (10) Name of steamship company.

(f) If this contract exceeds the simplified acquisition threshold, the Contractor shall provide with its final invoice under this contract a representation that to the best of its knowledge and belief --

- (1) No ocean transportation was used in the performance of this contract;
- (2) Ocean transportation was used and only U.S.-flag vessels were used for all ocean shipments under the contract;

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SECTION I - CONTRACT CLAUSES (CONTINUED)

- (3) Ocean transportation was used, and the Contractor had the written consent of the Contracting Officer for all foreign-flag ocean transportation; or
 (4) Ocean transportation was used and some or all of the shipments were made on foreign-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

*	ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
TOTAL			

(g) If this contract exceeds the simplified acquisition threshold and the final invoice does not include the required representation, the Government will reject and return it to the Contractor as an improper invoice for the purposes of the Prompt Payment clause of this contract. In the event there has been unauthorized use of foreign-flag vessels in the performance of this contract, the Contracting Officer is entitled to equitably adjust the contract, based on the unauthorized use.

(h) If the Contractor indicated in response to the solicitation provision, Representation of Extent of Transportation by Sea, that it did not anticipate transporting by sea any supplies; however, after the award of this contract, the Contractor learns that supplies will be transported by sea, the Contractor shall --

- (1) Notify the Contracting Officer of that fact; and
 - (2) Comply with all the terms and conditions of this clause.
 - (i) In the award of subcontracts, for the types of supplies described in paragraph (b)(2) of this clause, including subcontracts for commercial items, the Contractor shall flow down the requirements of this clause as follows:
 - (1) The Contractor shall insert the substance of this clause, including this paragraph (i), in subcontracts that exceed the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
 - (2) The Contractor shall insert the substance of paragraphs (a) through (e) of this clause, and this paragraph (i), in subcontracts that are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.
- (End of clause)

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

252.204-7024 NOTICE ON THE USE OF THE SUPPLIER PERFORMANCE RISK SYSTEM (MAR 2023) DFARS

52.204-7 SYSTEM FOR AWARD MANAGEMENT (OCT 2018) FAR

52.204-25 PROHIBITION ON CONTRACTING FOR CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT (NOV 2021) FAR

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE (OCT 2018) FAR

52.204-27 PROHIBITION ON A BYTEDANCE COVERED APPLICATION (JUN 2023) FAR

52.204-28 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- FEDERAL SUPPLY SCHEDULES, GOVERNMENTWIDE ACQUISITION CONTRACTS, AND MULTI-AGENCY CONTRACTS (DEC 2023) FAR

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION (DEC 2023) FAR

52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION, ALTERNATE I (DEC 2023) FAR

(b) *Prohibition.* (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

[Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:]

Yes [] No [] DHS FASCSA Order
 Yes [] No [] DoD FASCSA Order

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SECTION I - CONTRACT CLAUSES (CONTINUED)Yes No DNI FASCSA Order**52.204-30 FEDERAL ACQUISITION SUPPLY CHAIN SECURITY ACT ORDERS -- PROHIBITION, ALTERNATE II (DEC 2023) FAR**

Alternate II (DEC 2023). As prescribed in 4.2306(c)(2)(ii), substitute the following paragraph (b) in place of paragraph (b) of the basic clause. This clause applies to each order as identified by the Contracting Officer.

(b) *Prohibition*. (1) Contractors are prohibited from providing or using as part of the performance of the contract any covered article, or any products or services produced or provided by a source, if the covered article or the source is prohibited by any applicable FASCSA orders identified by the checkbox(es) in this paragraph (b)(1).

[*Contracting Officer must select either "yes" or "no" for each of the following types of FASCSA orders:*]

Yes No DHS FASCSA OrderYes No DoD FASCSA OrderYes No DNI FASCSA Order**52.212-4 CONTRACT TERMS AND CONDITIONS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (NOV 2023) FAR****52.219-4 NOTICE OF PRICE EVALUATION PREFERENCE FOR HUBZONE SMALL BUSINESS CONCERNS (OCT 2022) FAR**

As prescribed in 19.1309(b), insert the following clause:

(a) Evaluation preference.

(1) Offers will be evaluated by adding a factor of 10 percent to the price of all offers, except --

(i) Offers from HUBZone small business concerns that have not waived the evaluation preference; and

(ii) Otherwise successful offers from small business concerns.

(2) The factor of 10 percent shall be applied on a line item basis or to any group of items on which award may be made. Other evaluation factors described in the solicitation shall be applied before application of the factor.

(3) When the two highest rated offerors are a HUBZone small business concern and a large business, and the evaluated offer of the HUBZone small business concern is equal to the evaluated offer of the large business after considering the price evaluation preference, award will be made to the HUBZone small business concern.

(b) *Waiver of evaluation preference*. A HUBZone small business concern may elect to waive the evaluation preference, in which case the factor will be added to its offer for evaluation purposes.

[Offeror elects to waive the evaluation preference.

(c) *Notice*. The HUBZone small business offeror acknowledges that a prospective HUBZone awardee must be a HUBZone small business concern at the time of award of this contract. The HUBZone offeror shall provide the Contracting Officer a copy of the notice required by 13 CFR 126.501 if material changes occur before contract award that could affect its HUBZone eligibility. If the apparently successful HUBZone offeror is not a HUBZone small business concern at the time of award of this contract, the Contracting Officer will proceed to award to the next otherwise successful HUBZone small business concern or other offeror.

(End of Clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS -- COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES (DEC 2023) FAR

As prescribed in 12.301(b)(4), insert the following clause:

(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 Covered Entities (DEC 2023) (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)).

(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.)

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SECTION I - CONTRACT 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) 52.204 -27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117 -328).
- [] (9) 52.204 -28, Federal Acquisition Supply Chain Security Act Orders --Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115 -390, title II).
- [] (10)(i) 52.204 -30, Federal Acquisition Supply Chain Security Act Orders --Prohibition. (DEC 2023) (Pub. L. 115 -390, title II).
- [] (ii) Alternate I (DEC 2023) of 52.204 -30.
- [] (11) 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).
- [] (12) 52.209 -9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).
- [] (13) [Reserved]
- [] (14) 52.219 -3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).
- [] (15) 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).
- [] (16) [Reserved]
- [] (17)(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.
- [] (18)(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.
- [] (19) 52.219 -8, Utilization of Small Business Concerns (SEP 2023) (15 U.S.C. 637(d)(2) and (3)).
- [] (20)(i) 52.219 -9, Small Business Subcontracting Plan (SEP 2023) (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 2023) of 52.219 -9.
- [] (21)(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.
- [] (22) 52.219 -14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).
- [] (23) 52.219 -16, Liquidated Damages --Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- [] (24) 52.219 -27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (OCT 2022) (15 U.S.C. 657f).
- [] (25)(i) 52.219 -28, Post-Award Small Business Program Rerepresentation (SEP 2023) (15 U.S.C. 632(a)(2)).
- [] (ii) Alternate I (MAR 2020) of 52.219 -28.
- [] (26) 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)).
- [] (27) 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)).
- [] (28) 52.219 -32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).
- [] (29) 52.219 -33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).
- [] (30) 52.222 -3, Convict Labor (JUN 2003) (E.O. 11755).
- [] (31) 52.222 -19, Child Labor --Cooperation with Authorities and Remedies (NOV 2023) (E.O. 13126).
- [] (32) 52.222 -21, Prohibition of Segregated Facilities (APR 2015).
- [] (33)(i) 52.222 -26, Equal Opportunity (SEPT 2016) (E.O. 11246).
- [] (ii) Alternate I (Feb 1999) of 52.222 -26.
- [] (34)(i) 52.222 -35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- [] (ii) Alternate I (July 2014) of 52.222 -35.
- [] (35)(i) 52.222 -36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- [] (ii) Alternate I (July 2014) of 52.222 -36.
- [] (36) 52.222 -37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- [] (37) 52.222 -40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
- [] (38)(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).
- [] (39) 52.222 -54, Employment Eligibility Verification (MAY 2022). (E. O. 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.)
- [] (40)(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.)
- [] (41) 52.223 -11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (JUN 2016) (E.O. 13693).
- [] (42) 52.223 -12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (JUN 2016) (E.O. 13693).
- [] (43)(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.
- [] (44)(i) 52.223 -14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- [] (ii) Alternate I (Jun 2014) of 52.223 -14.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

- [] (45) 52.223 -15, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- [] (46)(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.
- [] (47) 52.223 -18, Encouraging Contractor Policies to Ban Text Messaging While Driving (JUN 2020) (E.O. 13513).
- [] (48) 52.223 -20, Aerosols (JUN 2016) (E.O. 13693).
- [] (49) 52.223 -21, Foams (JUN 2016) (E.O. 13693).
- [] (50)(i) 52.224 -3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- [] (ii) Alternate I (JAN 2017) of 52.224 -3.
- [] (51)(i) 52.225 -1, Buy American --Supplies (OCT 2022)) (41 U.S.C. chapter 83).
- [] (ii) Alternate I (OCT 2022) of 52.225 -1.
- [] (52)(i) 52.225 -3, Buy American --Free Trade Agreements --Israeli Trade Act (NOV 2023) (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 (NOV 2023) of 52.225 -3.
- [] (v) Alternate IV (OCT 2022) of 52.225 -3.
- [] (53) 52.225 -5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- [] (54) 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).
- [] (55) 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).
- [] (56) 52.226 -4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).
- [] (57) 52.226 -5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).
- [] (58) 52.229 -12, Tax on Certain Foreign Procurements (FEB 2021).
- [] (59) 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).
- [] (60) 52.232 -30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).
- [] (61) 52.232 -33, Payment by Electronic Funds Transfer --System for Award Management (OCT 2018) (31 U.S.C. 3332).
- [] (62) 52.232 -34, Payment by Electronic Funds Transfer --Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).
- [] (63) 52.232 -36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).
- [] (64) 52.239 -1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- [] (65) 52.242 -5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).
- [] (66)(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 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.

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SECTION I - CONTRACT CLAUSES (CONTINUED)

(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 -17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).
- (iii) 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)).
- (iv) 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).
- (v) 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).
- (vi) 52.204 -27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117 -328).
- (A) 52.204 -30, Federal Acquisition Supply Chain Security Act Orders --Prohibition. (DEC 2023) (Pub. L. 115 -390, title II).
- (B) Alternate I (DEC 2023) of 52.204 -30.
- (vii) 52.219 -8, Utilization of Small Business Concerns (SEP 2023) (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.
- (viii) 52.222 -21, Prohibition of Segregated Facilities (APR 2015).
- (ix) 52.222 -26, Equal Opportunity (SEP 2016) (E.O. 11246).
- (x) 52.222 -35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- (xi) 52.222 -36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- (xii) 52.222 -37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
- (xiii) 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.
- (xiv) 52.222 -41, Service Contract Labor Standards (AUG 2018)(41 U.S.C. chapter 67).
- (xv) (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).
- (xvi) 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).
- (xvii) 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).
- (xviii) 52.222 -54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).
- (xix) 52.222 -55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).
- (xx) 52.222 -62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).
- (xxi)(A) 52.224 -3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224 -3.
- (xxii) 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).
- (xxiii) 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.
- (xxiv) 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.
- (xxv) 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)

52.222-18 CERTIFICATION REGARDING KNOWLEDGE OF CHILD LABOR FOR LISTED END PRODUCTS (FEB 2021) FAR

As prescribed in 22.1505(a), insert the following provision:

(a) Definition.

“Forced or indentured child labor” means all work or service --

- (1) Exacted from any person under the age of 18 under the menace of any penalty for its nonperformance and for which the worker does not offer himself voluntarily; or
- (2) Performed by any person under the age of 18 pursuant to a contract the enforcement of which can be accomplished by process or penalties.

(b) Listed end products. The following end product(s) being acquired under this solicitation is (are) included in the List of Products Requiring Contractor Certification as to Forced or Indentured Child Labor, identified by their country of origin. There is a reasonable basis to believe that listed end products from the listed countries of origin may have been mined, produced, or manufactured by forced or indentured child labor.

Listed End Product	Listed Countries of Origin

SECTION I - CONTRACT CLAUSES (CONTINUED)

(c) Certification. The Government will not make award to an offeror unless the offeror, by checking the appropriate block, certifies to either paragraph (c) (1) or paragraph (c)(2) of this provision.

(1) The offeror will not supply any end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in a corresponding country as listed for that end product.

(2) The offeror may supply an end product listed in paragraph (b) of this provision that was mined, produced, or manufactured in the corresponding country as listed for that product. The offeror certifies that it has made a good faith effort to determine whether forced or indentured child labor was used to mine, produce, or manufacture such end product. On the basis of those efforts, the offeror certifies that it is not aware of any such use of child labor.

(End of provision)

52.222-50 COMBATING TRAFFICKING IN PERSONS (NOV 2021) FAR

52.225-13 RESTRICTIONS ON CERTAIN FOREIGN PURCHASES (JUN 2008) FAR

SECTION J - LIST OF ATTACHMENTS**List of Attachments**

Description	File Name
ATTACH_ATTACHMENT_1_STATEMENT_OF_WORK_CONFORMED	ATTACHMENT 1 - STATEMENT OF WORK (SOW) Conformed 0005.pdf