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2. CONTRACT NO		3. AWARD/EFFECTIVE	4. ORDER NUME		1000080 5. SOLICIT		JMBER		TATION ISSUE
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9. ISSUED BY		CODE	SPE300	10. THIS ACQUIS	ITION IS	UNRES	STRICTED OR	SET ASIDE:	% F
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11. DELIVERY FOR		12. DISCOUNT TERMS		SMALL BUSI	NESS _		3b. RATING		
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	See Schedu	ıle							
25. ACCOUNTING AND APPROPRIATION DATA					26. TOTAL AWARD AMOUNT (For Govt. Use Only)				
27a SOLICITA	TION INCORPORATE	ES BY REFERENCE FAR 52.212	-1 52 212-4 FAR 52 2	212-3 AND 52 212-5 AI	RE ATTACHED		,226,979.00	☐ ARE NO	OT ATTACHED.
		ER INCORPORATES BY REFER					ARE	$\vdash$	T ATTACHED
DELIVER ALL ADDITIONAL S	ISSUING OFFICE.	ED TO SIGN THIS DOCUM CONTRACTOR AGREES T H OR OTHERWISE IDENTIF TO THE TERMS AND CON	O FURNISH AND	DATE INCLU	JDING ANY A IN IS ACCEP	t-01 Y DDITIONS TED AS T	OUR OFFER ON S	iICH ARE SI	ET FORTH,
30b, NAME AND T	TITLE OF SIGNER	(Type or Print) 30c.	DATE SIGNED	31b. NAME OF CO	ONTRACTING	OFFICER	(Type or Print)	31c.	DATE SIGNED
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32a. QUANTITY IN	COLUMN	N 21 HAS BEEN								
RECEIVED			ED, AND CONFORMS	то тн	E CONTRAC	CT, EXCEPT A	S NOTED:			
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE 32c. DATE					32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE					
32e. MAILING AD	DRESS O	F AUTHORIZED GOVERNMEN	IT REPRESENTATIVE		32f. TELEP	HONE NUMBE	R OF AU1	HORIZED GOVER	NMENT REPRESENTATIVE	
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41a. I CERTIFY T	HIS ACCO	DUNT IS CORRECT AND PROF	ER FOR PAYMENT	42a. R	RECEIVED B	SY (Print)				
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				42C. D	ATE REC'D	(YY/MM/DD)	42d.	TOTAL CONTAINE	RS	

CONTINUATION SHEET

## REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-21-D-3311

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Prime Vendor Support for the Alabama and Florida Panhandle Region.

The following solicitation and associated amendments are hereby incorporated into subject contract: SPE300-19-R-0069

The estimated dollar value of the contract including two (2) separate twenty-four (24) month tiers is \$68,113,489.50. The first tier shall be for a 24-month period (inclusive of up to a 30-day implementation period). The second and final tier will be an additional 24-month performance period directly following the first tier.

The maximum dollar value of the Contract term, inclusive of all Tiers and a surge of 200%, is \$136,226,979.00. The Guaranteed minimum dollar value is 10% of the estimated dollar value, or \$6,811,348.95.

Effective date of this award: 20 November 2020 Tier 1 is 20 November 2020 through 19 November 2022 Tier 2 is 20 November 2022 through 23 November 2024

CONTRACT TYPE: Indefinite Delivery, Indefinite Quantity Contract - Fixed price with Economic Price Adjustment (EPA). Implementation Period: Effective from award date through 19 December 2020

\*Sysco-Central Alabama must ensure all catalog items are in accordance with the most up to date Buyer's Guide.\* \*Sysco-Central Alabama must ensure all catalog items are in accordance with the most up to date Buyer's Guide.\*

Detailed guidance and specifications are provided for most standard meat, seafood and poultry items required in the recipes and menus. Processed fruits and vegetables and other miscellaneous food service items are also covered. See the Army Buyers Guide referenced below. Please note that the Air Force and Marine Corps follow this guide as well. Navy customers use the Master Load List:

https://quartermaster.army.mil/jccoe/Operations\_Directorate/CSPD/Buyers\_Guide/Army%20Buyer's%20Guide%20Version%20XIII% 2031%20March%202020.pdf

SECTION A - SOLICITATION/CONTRACT FORM

The following amendments issued under Solicitation SPE300-19-R-0069 are hereby incorporated as part of this contract: Amendment 0001 through Amendment 0007.

The following documents from the vendor's offer are hereby incorporated into this contract: The Non-Price Proposal, Subcontracting Plan, Surge & Sustainment Plan, Food Defense Plan, and Price Proposal which took no exception to the terms and conditions of Solicitation SPE300-19-R-0069. All elements of the Non-Price and Price Proposals which met the government's requirements are hereby incorporated into this contract, including Revised Final Proposal Revisions dated 01 October 2020.

For Sections I through VII included below, please see the attached SOW for the complete requirements.

SECTION I. SUPPLIES/SERVICE AND PRICE

ITEMS: This contract is for total food and beverage support for Garrison Foodservice Feeding. The successful Contractor shall provide full-line food service items, such as but not limited to, canned items, fresh milk, dry items, chill items, UHT dairy items, frozen bakery products, frozen meats, frozen seafood and poultry, ice cream, eggs and other dairy products, fresh fruits and vegetables and nonfood Food Service Operating Supplies. Currently, fresh bread/bakery items do not have stated requirement within this contract, but they are in the scope of this procurement and the Contractor may be required to provide them during the course of contract performance.

FOB TERMS: FOB Destination for all items, unless otherwise specifically stated.

FILL RATE: The required overall contract purchase order fill rate is 98.5% for non-catch-weight and catch-weight

CONTRACT TERM: The total duration of this contract must not exceed four (4) years. 20 November 2020 through 23 November 2024

Implementation Period: Award date to 19 December 2020

PRICING: Fixed price with Economic Price Adjustment (EPA)
ECONOMIC PRICE ADJUSTMENT (EPA) - ACTUAL MATERIAL COSTS FOR SUBSISTENCE DELIVERED PRICE BUSINESS MODEL - DLA TROOP
SUPPORT SUBSISTENCE PRIME VENDOR (SPV) CONTIGUOUS UNITED STATES (CONUS), ALASKA, AND HAWAII.

PACKAGING AND LABELING/MARKING

All packaging and packing shall be in accordance with good commercial practice. Labeling shall be in accordance with commercial labeling complying with the Federal Food, Drug and Cosmetic Act and regulations promulgated there under. Shipping containers shall be in compliance with the National Motor Freight Classification and Uniform Freight Classification Code. The Contractor shall be responsible for abiding by any applicable packaging, packing, and marking regulations of the various countries in/through which product will be stored/transported.

SECTION III. INSPECTION AND ACCEPTANCE

Inspection and acceptance of products will be performed at destination. The inspection is normally limited to identify, count and condition; however, this may be expanded if deemed necessary by either the military Veterinary Inspector, Dining Facility Manager, Food Service Advisor/Officer, or the Contracting Officer. See addendum 52.212-4 paragraph a. included in the solicitation.

SECTION IV: QUALITY ASSURANCE

SECTION V. ORDERING and DELIVERIES & PERFORMANCE

SECTION VI: ADDITIONAL PERFORMANCE REQUIREMENTS SECTION VII. CONTRACT ADMINISTRATION DATA

Administration of the contract will be performed by Defense Logistics Agency (DLA) Troop Support. SECTION VIII. SPECIAL CONTRACT REQUIREMENTS

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52.212-5 Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items. (JUN 2020)
   (a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are
  incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to
  acquisitions of commercial items:
   (1) 52.203-19, 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 (JUL 2018) (Section 1634 of Pub. L. 115-91).
      52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.
   (AUG 2019) (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
  (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
  of commercial items:
  \frac{X}{(41)} U.S.C. 4704 and 10 U.S.C. 2402).
  X (2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509)).

X (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.)

X (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31
 \frac{X}{U.S.C.} (4) 52.204-10, 0.5.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.
  \overline{11}1-117, section 743 of Div. C).
 X_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (JUN 2020) (31 U.S.C. 6101note).
       (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C.
 2313).
     (10) [Reserved]
     (11) (i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C.657a). (ii) Alternate I (MAR 2020) of 52.219-3.
     (12) (i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (MAR 2020) (if
 the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
     (ii) Alternate I (MAR 2020) of 52.219-4.
     (13) [Reserved]
     (14) (i) 52.219-6, Notice of Total Small Business Set-Aside (MAR 2020) (15 U.S.C.644).
     (ii) Alternate I (MAR 2020).
     (15) (i) 52.219-7, Notice of Partial Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).
    (ii) Alternate I (MAR 2020) of 52.219-7.

(iii) Alternate I (MAR 2020) of 52.219-7.

(iii) 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 (JUN 2020) (15 U.S.C. 637(d)(4)).
 _X_ (17) (i) 52.219-9, Small Business Substitution (ii) Alternate I (NOV 2016) of 52.219-9.
_X_ (iii) Alternate II (NOV 2016) of 52.219-9.
_X_ (III) 2020) of 52.219-9.
 (iv) Alternate II (NOV 2010, 01 (iv) Alternate III (JUN 2020) of 52.219-9.
     (18) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).
     (19) 52.219-14, Limitations on Subcontracting (MAR 2020) (15 U.S.C.637(a)(14))
 X (20) 52.219-16, Liquidated Damages-Subcontracting Plan (DAN 1999) (13 0.3.1. (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020)
      (20) 52.219-16, Liquidated Damages-Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
     (22) (i) 52.219-28, Post Award Small Business Program Rerepresentation (MAR 2020) (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 (MAR 2020) (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 (Mar 2020) (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 (MAR 2020) (15 U.S.C. 637(a)(17)).
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.
           (i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C.793).
    (ii) Alternate I (JUL 2014) of 52.222-36.
(33) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).
X (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).
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Records-Negotiation.

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_X_ (35) (i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22 U.S.C. chapter 78 and E.O. 13627).
__ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter78 and E.O. 13627).
__ (36) 52.222-54, Employment Eligibility Verification (OCT 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in
 22.1803.)
     (37) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U. 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.
      (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 (Jun 2014) of 52.223-14.
     (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (DEC 2007) (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. (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 (Jun 2016) (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 (May 2014) (41 U.S.C. chapter 83).
X (49) (i) 52.225-3, Buy American-Supplies (May 2014) (41 U.S.C. Chapter 83).

X (49) (i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (MAY 2014) (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 (MAY 2014) of 52.225-3.
     (iii) Alternate II (MAY 2014) of 52.225-3.
(iv) Alternate III (MAY 2014) of 52.225-3.
       (50) 52.225-5, Trade Agreements (OCT 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note). (51) 52.225-13, Restrictions on Certain Foreign Purchases (JUN 2008) (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 (JUN 2020).
(56) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C.4505,
10 U.S.C.2307(f)).
     (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C.4505, 10 U.S.C.2307(f)).
\frac{\overline{X}}{(31)} (58) 52.232-
       (58) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018)
     (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).

X (61) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

X (62) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d)(13)).

(63) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006)

(46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).

(ii) Alternate I (APR 2003) of 52.247-64.
     (iii) Alternate II (FEB 2006) of 52.247-64.
(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of
law or Executive orders applicable to acquisitions of commercial items:
[Contracting Officer check as appropriate.]

(1) 52.222-41, Service Contract 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 Under Executive Order 13658 (DEC 2015)
(8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

_X_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).
(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d)
if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as
defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and
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(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall

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#### REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE300-21-D-3311

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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 shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved. (3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law. (e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e) (1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-(i) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section Code Division P. Mittagen P. Mittag 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 (JUL 2018) (Section 1634 of Pub. L. 115-91). (iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (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). (xiii) (A) 52.222-50, Combating Trafficking in Persons (JAN 2019) (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 (May 2014) (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 (OCT 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (DEC 2015). (xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (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 (FEB 2006) (46 U.S.C. Appx.1241(b) and 10 U.S.C.2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

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

52.216-19 Order Limitations. (October 1995)
(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$250, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor-

(1) Any order for a single item in excess of \$136,226,979.00; (2) Any order for a combination of items in excess of \$136,226,979.00; or

(3) A series of orders from the same ordering office within N/A days that together call for quantities exceeding the limitation in paragraph (b) (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within N/A days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

52.216-22 Indefinite Quantity. (October 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

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(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on

the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations

or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 7 days after the contract expiration date.

52.204-24 Representation Regarding Certain Telecommunications and Video Surveillance Services or Equipment. (August 2020)

The Offeror shall not complete the representation at paragraph (d)(1) of this provision if the Offeror has represented that it "does not provide covered telecommunications equipment or services as a part of its offered products or services to the Government in the performance of any contract, subcontract, or other contractual instrument in the provision at 52.204-26, Covered Telecommunications Equipment or Services-Representation, or in paragraph (v) of the provision at 52.212-3, Offeror Representations and Certifications-Commercial Items.

(a) Definitions. As used in this provision-Backhaul, covered telecommunications equipment or services, critical technology, interconnection arrangements, reasonable inquiry, roaming, and substantial or essential component have the meanings provided in the clause 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. Nothing in the prohibition shall be construed to-

(i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility

into any user data or packets that such equipment transmits or otherwise handles.

- (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2020, from entering into a contract or extending or renewing a contract with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract. Nothing in the prohibition shall be construed to-
- (i) Prohibit the head of an executive agency from procuring with an entity to provide a service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

  (ii) Cover telecommunications equipment that cannot route or redirect user data traffic or cannot permit visibility
- into any user data or packets that such equipment transmits or otherwise handles.
- (c) Procedures. The Offeror shall review the list of excluded parties in the System for Award Management (SAM)
  (https://www.sam.gov) for entities excluded from receiving federal awards for "covered telecommunications equipment or services."

(d) Representations. The Offeror represents that-

- (1) It [] will, [] will not provide covered telecommunications equipment or services to the Government in the performance of any contract, subcontract or other contractual instrument resulting from this solicitation. The Offeror shall provide the additional disclosure information required at paragraph (e)(1) of this section if the Offeror responds "will" in paragraph (d)(1) of this section; and

  (2) After conducting a reasonable inquiry, for purposes of this representation, the Offeror represents that—
- It [] does, [] does not use covered telecommunications equipment or services, or use any equipment, system, or service that uses covered telecommunications equipment or services. The Offeror shall provide the additional disclosure information required at paragraph (e)(2) of this section if the Offeror responds "does" in paragraph (d)(2) of this
- (e) Disclosures. (1) Disclosure for the representation in paragraph (d)(1) of this provision. If the Offeror has responded "will" in the representation in paragraph (d)(1) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

(A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the original equipment manufacturer (OEM) or a distributor, if known); (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if

such use would be permissible under the prohibition in paragraph (b)(1) of this provision. (ii) For covered services-

(A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
(B) If not associated with maintenance, the Product Service Code (PSC) of the service being provided; and explanation

of the proposed use of covered telecommunications services and any factors relevant to determining if such use would

be permissible under the prohibition in paragraph (b) (1) of this provision. (2) Disclosure for the representation in paragraph (d) (2) of this provision. If the Offeror has responded "does" in the representation in paragraph (d) (2) of this provision, the Offeror shall provide the following information as part of the offer:

(i) For covered equipment-

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- (A) The entity that produced the covered telecommunications equipment (include entity name, unique entity identifier, CAGE code, and whether the entity was the OEM or a distributor, if known);

  (B) A description of all covered telecommunications equipment offered (include brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); and
- (C) Explanation of the proposed use of covered telecommunications equipment and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b) (2) of this provision. (ii) For covered services-
- (A) If the service is related to item maintenance: A description of all covered telecommunications services offered (include on the item being maintained: Brand; model number, such as OEM number, manufacturer part number, or wholesaler number; and item description, as applicable); or
- (B) If not associated with maintenance, the PSC of the service being provided; and explanation of the proposed use of covered telecommunications services and any factors relevant to determining if such use would be permissible under the prohibition in paragraph (b)(2) of this provision.
- 52.204-25 Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.

(a) Definitions. As used in this clause-

Backhaul means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

Covered foreign country means The People's Republic of China.

Covered telecommunications equipment or services means-

(1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities);

- (2) For the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
- Telecommunications or video surveillance services provided by such entities or using such equipment; or (4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

Critical technology means-

- (1) Defense articles or defense services included on the United States Munitions List set forth in the
- International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations;

  (2) Items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations, and controlled-(i) Pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology; or
- (ii) For reasons relating to regional stability or surreptitious listening;
- (3) Specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic

(4) Nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal

Regulations (relating to export and import of nuclear equipment and material);

(5) Select agents and toxins covered by part 331 of title 7, Code of Federal Regulations, part 121 of title 9 of such Code, or part 73 of title 42 of such Code; or

(6) Emerging and foundational technologies controlled pursuant to section 1758 of the Export Control Reform Act of 2018 (50 U.S.C. 4817).

Interconnection arrangements means arrangements governing the physical connection of two or more networks to allow the use of another's network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information

Reasonable inquiry means an inquiry designed to uncover any information in the entity's possession about the identity of the producer or provider of covered telecommunications equipment or services used by the entity that excludes the need to include an internal or third-party audit.

Roaming means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic

Substantial or essential component means any component necessary for the proper function or performance of a

piece of equipment, system, or service.

- (b) Prohibition. (1) Section 889(a)(1)(A) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on or after August 13, 2019, from procuring or obtaining, or extending or renewing a contract to procure or obtain, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical prohibited from providing to the Government any equipment, system, technology as part of any system. The Contractor is prohibited from providing to the Government any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies
- system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause appropriate covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104.

  (2) Section 889(a)(1)(B) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019 (Pub. L. 115-232) prohibits the head of an executive agency on after August 13, 2020, from entering into a security agency of the second section of the second second section at the second sec contract, or extending or renewing a contract, with an entity that uses any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system, unless an exception at paragraph (c) of this clause applies or the covered telecommunication equipment or services are covered by a waiver described in FAR 4.2104. This prohibition applies to the use of covered telecommunications equipment or services, regardless of whether that use is in performance of work under a Federal contract.

- (c) Exceptions. This clause does not prohibit contractors from providing-
- (1) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements: or

(2) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into

- any user data or packets that such equipment transmits or otherwise handles.

  (d) Reporting requirement. (1) In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or the Contractor is notified of such by a subcontractor at any tier or by any other source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, source, the Contractor shall report the information in paragraph (d)(2) of this clause to the Contracting Officer, unless elsewhere in this contract are established procedures for reporting the information; in the case of the Department of Defense, the Contractor shall report to the website at https://dibnet.dod.mil. For indefinite delivery contracts, the Contractor shall report to the Contracting Officer for the indefinite delivery contract and the Contracting Officer(s) for any affected order or, in the case of the Department of Defense, identify both the indefinite delivery contract and any affected orders in the report provided at https://dibnet.dod.mil.

  (2) The Contractor shall report the following information pursuant to paragraph (d) (1) of this clause

  (i) Within one business day from the date of such identification or notification; the contract number
- (i) Within one business day from the date of such identification or notification: the contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: any further available information about mitigation actions undertaken or recommended. In addition, the Contractor shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) Subcontracts. The Contractor shall insert the substance of this clause, including this paragraph (e) and excluding paragraph (b)(2), in all subcontracts and other contractual instruments, including subcontracts for the acquisition of commercial items.

PART 12 CLAUSES

- 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR
- 252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (OCT 2016) DFARS
- 252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) DFARS
- 252.215-7014 EXCEPTION FROM CERTIFIED COST OR PRICING DATA REQUIREMENTS FOR FOREIGN MILITARY SALES INDIRECT OFFSETS (JUN 2018) DFARS
- 52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (DEC 2013) FAR
- 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018) DFARS
- (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.
- (b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by 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. acquisition.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 "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 must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:
- (1) Document type. The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s). Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.") (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 WAWFData to be entered in WAWF

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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 or "See schedule" if multiple ship to/acceptance locations

apply, or "Not applicable.")

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the e-mail address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

(Contracting Officer: Insert applicable email addresses or "Not applicable.")

(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.") For technical WAWF help, contact the WAWF helpdesk at 866-618-5988. (End of clause)

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013) DFARS

52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR

252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (DEC 2019)