

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>				1. REQUISITION NUMBER 1000071160		<b>PAGE 1 OF 17</b>		
2. CONTRACT NO. SPE300-20-D-P351		3. AWARD/EFFECTIVE DATE 2020 AUG 05	4. ORDER NUMBER		5. SOLICITATION NUMBER SPE300-19-R-0006		6. SOLICITATION ISSUE DATE 2019 MAY 06	
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 D RECTORATE OF SUBSISTENCE 700 ROBBINS AVENUE PH LADELPHIA PA 19111-5096 USA Local Admin: Joshua Metzger DJM0151 Tel: 215-737-0762 Email: Joshua.Metzger@dla.mil			CODE	SPE300	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 311991 <input type="checkbox"/> 8 (A) SIZE STANDARD:
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 10 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING		
15. DELIVER TO SEE SCHEDULE			CODE		16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None		CODE SPE300	
17a. CONTRACTOR/ OFFEROR CHICO PRODUCE, INC. DBA PRO PACIFIC FRESH 70 PEPSI WAY DURHAM CA 95938-9798 USA TELEPHONE NO. 5308930596		CODE	06HD5	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	24. AMOUNT
	See Schedule							
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$135,000,000.00		
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52 212-4. FAR 52.212-5 IS ATTACHED. ADDENDA	<input checked="" type="checkbox"/> ARE	<input type="checkbox"/> ARE NOT ATTACHED.			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN <u>1</u> 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>SPE30019R0006</u> OFFER DATED <u>2020-May-13</u> YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH , HEREIN IS ACCEPTED AS TO ITEMS: See Schedule of Items					
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) JOLLS . DAVID . ALLEN . 1041474404 <small>Digitally signed by JOLLS.DAVID.ALLEN.1041474404 Date: 2020.08.05 17:05:59 -04'00'</small>				
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) David Jolls DAVID.JOLLS@DLA.MIL		31c. DATE SIGNED 2020 AUG 05		

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

32a. QUANTITY IN COLUMN 21 HAS BEEN

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

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32c. DATE

32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE

32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

33. SHIP NUMBER

34. VOUCHER NUMBER

35. AMOUNT VERIFIED CORRECT FOR

36. PAYMENT

37. CHECK NUMBER

PARTIAL     FINAL

COMPLETE     PARTIAL     FINAL

38. S/R ACCOUNT NO.

39. S/R VOUCHER NUMBER

40. PAID BY

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT

42a. RECEIVED BY (*Print*)

41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER

41c. DATE

42b. RECEIVED AT (*Location*)

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

42d. TOTAL CONTAINERS

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

The terms and conditions set forth in solicitation SPE300-19-R-0006 are incorporated into subject contract.

The following documents are incorporated by reference into the subject contract: your final offer, which is being accepted by the Government to form this contract, Solicitation SPE300-19-R-0006 dated May 6, 2019, and all solicitation amendments issued there under as follows:

Amendment 0001, dated May 29, 2019  
Amendment 0002, dated May 29, 2019  
Amendment 0003, dated May 31, 2019  
Amendment 0004, dated June 6, 2019

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

Tier 1 - August 5, 2020 through August 4, 2022  
Tier 2 - August 5, 2022 through February 4, 2024  
Tier 3 - February 5, 2024 through August 4, 2025

Ordering commences on October 4, 2020 with first deliveries beginning October 6, 2020 for Troop and October 12, 2020 for School and Reservation customers.

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

The following chart describes the 5 year estimated dollar value, along with the guaranteed minimum and contract maximum dollar values. The contract maximum, although based on an estimate, is a firm dollar amount calculated as a percentage of the estimated dollar value; the 10% guaranteed minimum, although also based on the estimated dollar value, is a firm dollar amount and constitutes the Government's legal ordering obligation under the contract.

Northern California	24 - Month Estimate (Tier 1)	18 - Month (Tier 2)	18 - Month (Tier 3)	5 Year Estimate (Total Including all Tiers)	10% Guaranteed Minimum (12 Months)	300% Contract Maximum (5 Years)
Group 1 - NoCA Troops	\$ 3,000,000.00	\$ 2,250,000.00	\$ 2,250,000.00	\$ 7,500,000.00	\$ 150,000.00	\$ 22,500,000.00
Group 2 - NoCA Schools & Reservations	\$ 15,000,000.00	\$ 11,250,000.00	\$ 11,250,000.00	\$ 37,500,000.00	\$ 750,000.00	\$ 112,500,000.00
<b>Totals</b>	<b>\$ 18,000,000.00</b>	<b>\$ 13,500,000.00</b>	<b>\$ 13,500,000.00</b>	<b>\$ 45,000,000.00</b>	<b>\$ 900,000.00</b>	<b>\$ 135,000,000.00</b>

The term "5-Year Estimate" refers to the Government's good faith estimate of the requirement for all three (3) tiers (one 24-month tier and two 18-month tiers).

The guaranteed minimum contract dollar value is \$900,000.00.

The maximum contract dollar value is \$135,000,000.00.

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**Form (CONTINUED)****III. START-UP PERIOD**

The Contractor's startup period will take place prior to the first order and is included in the 24-month tier. The Contractor shall submit a proposed implementation schedule to the Contracting Officer within fifteen (15) days after award highlighting the steps that will be taken to implement a fully functional distribution account, including all EDI transactions for all customers covered by this solicitation. An additional sixty (60) days will be granted for actual implementation. No more than ninety (90) days after award will be permitted for the contractor to have fully functional distribution accounts in place for all customers.

Chico Produce, Inc. DBA ProPacific Fresh is required to submit the following:

- A. Submit a valid USDA GAP/GHP audit report / certificate for each place of performance by October 4, 2020. The USDA GAP/GHP audit report / certificate must address the following parts: General, Wholesale Distribution (6) and Preventive Food Defense (7).
- B. Submit Local Purchase Procurement plan by to September 19, 2020, which include the following elements:
1. A list of specific items that the contractor currently purchases locally;
  2. A list of local growers from which the contractor sources product;
  3. Plans to expand the purchase of local items; and
  4. A list of resources that might assist in efforts to source more local products.
- C. Submit a Food Defense Plan by September 4, 2020. (NOTE: download a copy of the DLA Troop Support Food Defense Checklist, go to: [http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food\\_defense\\_check14MAR18.pdf](http://www.dla.mil/Portals/104/Documents/TroopSupport/Subsistence/FoodSafety/FoodQuality/food_defense_check14MAR18.pdf))
- D. Submit a Quality Control Management Plan by September 4, 2020.

**IV. ORDERING CATALOGS**

The following are part of Chico Produce, Inc. DBA ProPacific Fresh's offer and are hereby incorporated as part of subject contract:

Offered delivered price to be utilized for first week of ordering. The Pricing Proposal spreadsheet submitted on January 17, 2020 is attached (Attachment 1).

Distribution price for the Contract Period is as follows:

Distribution Price	Tier 1	Tier 2	Tier 3
Group 1 (Northern California Troops)			
Group 2 (Northern California Schools & Reservations)			

**SUPPLIES OF SERVICES AND PRICES**

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

**CUSTOMERS:** DoD and Non-DoD USDA Customers in the Northern California Zone listed in Attachment 2 of this document.

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

**CONTINUED ON NEXT PAGE**

**Form (CONTINUED)**

NOTE: Paragraph (d) of the Economic Price Adjustment provision contained in the Solicitation enforces an upward ceiling on any economic price adjustments applicable to the instant Contract. Specifically, the aggregate of contract Delivered Price increases for each line item on the catalog subject to this provision shall not exceed 150 percent (%) for DoD Troops and 60% for USDA Schools and Reservations above that line item's initial Delivered Price on the awarded catalog. The respective percent (%) ceiling for each line item is in effect throughout the entire length of the contract period. To further illustrate this point, Attachment 1 (Final Pricing) includes a separate column that identifies the percentage EPA ceiling for the individual Delivered Prices of each line item on the catalog. This price represents the maximum increase in Delivered Price allowable for the entire 5-year length of the Contract. For additional information, see the EPA provision as specified in the Solicitation. That said, please be aware that just because an awardee furnishes a price revision on a bi-weekly basis that falls within the EPA clause's 150 percent (%) for DoD Troops and 60 percent (%) USDA Schools and Reservations ceiling, does not automatically deem that price "fair and reasonable" and thus acceptable. The EPA provision is merely one separate factor that is considered by the Contracting Officer in arriving at his/her final "fair and reasonable" price determinations. Therefore, it is important to note that all other provisions of the Solicitation/Contract must be adhered to in conjunction with the aforementioned EPA provision.

**CATALOG #:** DoD Troop customers in Northern California will order under SPE300-20-D-P351. Non-DoD USDA School customers Northern California will order under SPE300-20-D-S351, and Reservation customers will order under SPE300-20-D-R351. Chico Produce, Inc. DBA ProPacific Fresh will invoice in accordance with the customer's orders.

All catalog pricing is valid from Sunday thru the following Saturday (2 weeks). Catalog updates must be received no later than 12:00 P.M. EST the preceding Wednesday.

The Troop Customers are required to place orders for "skip day" delivery. The School and Reservation Customers are required to place orders with a "4-day lead time."

All pricing will be firm at time of order.

For Troop Customers only, Chico Produce, Inc. DBA ProPacific Fresh will provide up to one emergency order per month per customer at no additional cost to the Government.

(see Section XXV of the solicitation for more information regarding emergency orders.)

**DELIVERIES AND PERFORMANCE**

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

**Places of Performance:**

Chico Produce, Inc.

DBA ProPacific Fresh  
70 Pepsi Way  
Durham, CA 95938

**Clauses****52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT****CONTINUED ON NEXT PAGE**

**Form (CONTINUED)****STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUL 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 (SEP 2019) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (AUG 2019) (Section 89(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, 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 items:

(1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (OCT 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).

(2) 52.203-13, Contractor Code of Business Ethics and Conduct (JUN 2020)(41 U.S.C. 3509).

(3) 52.203-15, Whistleblower Protections Under the American Recovery and

Reinvestment Act of 2009 (JUN 2010) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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

(5) [Reserved].

(6) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C.);

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

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**Form (CONTINUED)**

(8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (JUNE 2020) (31 U.S.C. 6101 note).

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

(10) [Reserved].

(11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Class Deviation 2020-O0008) (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 (Class Deviation 2020-O0008) (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 (Class Deviation 2020-O0008) (MAR 2020) (15 U.S.C. 644).

(ii) Alternate I (Class Deviation 2020-O0008) (MAR 2020) of 52.219-6

(15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Class Deviation 2020-O0008) (MAR 2020)(15 U.S.C. 644).

(ii) Alternate I (Class Deviation 2020-O0008) (MAR 2020) of 52.219-7

(16) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637 (d)(2) and (3)).

(17)(i) 52.219-9, Small Business Subcontracting Plan (MAR 2020) (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 (JAN 2017) of 52.219-9

(v) Alternate IV (AUG 2018) of 52.219-9

(18)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

(ii) Alternate I (MAR 2020) of 52.219-13

(19) 52.219-14, Limitations on Subcontracting (Class Deviation 2020-O0008) (MAR 2020) (15 U.S.C. 637(a)(14)).

**Form (CONTINUED)**

(20) 52.219-16, Liquidated Damages --Subcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).

(21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Class Deviation 2020-O0008) (MAR 2020) (15 U.S.C. 657f).

(22)(i)52.219-28, Post Award Small Business Program Representation (MAY 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 (EDWOSB) Concerns (Class Deviation 2020-O0008) (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 (WOSB) Concerns Eligible Under the WOSB Program (Class Deviation 2020-O0008) (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) 52.219-3, Nonmanufacturer Rule (Class Deviation 2020-O0008) (Mar 2020) ([15 U.S.C. 637\(a\)\(17\)](#)).

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

(28) 52.222-19, Child Labor --Cooperation with Authorities and Remedies (Class Deviation 2020-O0019) (JUL 2020) (E.O. 13126).

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

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

(ii) Alternate I (FEB 1999) of 52.222-26.

(31)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(ii) Alternate I (July 2014) of 52.222-35.

(32)(i) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(ii) Alternate I (JULY 2014) of 52.222-36.

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

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

(35)(i) 52.222-50, Combating Trafficking in Persons (JAN 2019) (22.U.S.C. chapter 78 and 13627).

E.O.

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## Form (CONTINUED)

\_\_\_ (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

X (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.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

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

\_\_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).

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

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

\_\_\_ (ii) Alternate I (Oct 2015) of 52.223-13.

\_\_\_ (41)(i) 52.223-14, Acquisition of EPEAT® -Registered Television (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 (MAY 2020) (42 U.S.C. 8259b).

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

\_\_\_ (ii) Alternate I (Jun 2014) of 52.223-16.

X (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. 13696).

\_\_\_ (47) (i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

\_\_\_ (ii) Alternate I (JAN 2017) of 52.224-3.

**Form (CONTINUED)**

  X   (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).

     (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 (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).

  X   (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) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505), 10 U.S.C. 2307 (f)).

     (56) 52.232-30, Installment Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).

     (57) 52.232-33, Payment by Electronic Funds Transfer -- System for Award Management (OCT 2018) (31 U.S.C. 3332).

  X   (58) 52.232-34, Payment by Electronic Funds Transfer --Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).

     (59) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).

     (60) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).

     (61) 52.242-5, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d) (12)).

     (62) (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).

**Form (CONTINUED)**

\_\_\_ (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) (E.O. 13658).

\_\_\_ (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, 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,

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**Form (CONTINUED)**

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 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) 52.219-8, 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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vi) 52.222-26, Equal Opportunity (Sep 2016) (E.O. 11246).

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

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

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

(x) 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.

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

(xii) \_\_\_\_ (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 E.O. 13627).

**Form (CONTINUED)**

(xiii) 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.)

(xiv) 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)

(xv) 52.222-54, Employment Eligibility Verification (Oct 2015) (E. O. 12989).

(xvi) 52.222-55, Minimum Wages under Executive Order 13658 (Dec 2015).

(xvii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2017) (E.O. 13706).

(xviii) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(A) Alternate I (JAN 2017) of 52.224-3.

(xix) 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).

(xx) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxi) 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.

(End of Clause)

**Part 12 Clauses**

52.202-1 DEFINITIONS (NOV 2013) FAR

52.203-5 COVENANT AGAINST CONTINGENT FEES (MAY 2014) FAR

52.203-6 RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEP 2006) FAR

52.203-7 ANTI-KICKBACK PROCEDURES (MAY 2014) FAR

52.203-8 CANCELLATION, RECISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

52.203-10 PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014) FAR

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**Part 12 Clauses (CONTINUED)**

**52.203-12 LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010) FAR**

**52.203-17 CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014) FAR**

**252.203-7001 PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES (DEC 2008) DFARS**

**52.204-4 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR**

**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**

**252.205-7000 PROVISION OF INFORMATION TO COOPERATIVE AGREEMENT HOLDERS (DEC 1991) DFARS**

**52.209-6 PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR SUSPENSION (OCT 2015) FAR**

**252.209-7004 SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A COUNTRY THAT IS A STATE SPONSOR OF TERRORISM (MAY 2019) DFARS**

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

**52.222-19 CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2020) FAR**

**52.222-21 PROHIBITION OF SEGREGATED FACILITIES (APR 2015) FAR**

**52.222-26 EQUAL OPPORTUNITY (SEP 2016) FAR**

**52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT (DEC 2010) FAR**

**52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAY 2014) FAR**

**252.226-7001 UTILIZATION OF INDIAN ORGANIZATIONS, INDIAN-OWNED ECONOMIC ENTERPRISES, AND NATIVE HAWAIIAN SMALL BUSINESS CONCERNS (SEP 2004) DFARS**

**52.232-17 INTEREST (MAY 2014) FAR**

**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

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**Part 12 Clauses (CONTINUED)**

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 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 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.)*

- (2) *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 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 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.

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**Part 12 Clauses (CONTINUED)**

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

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

**252.232-7010 LEVIES ON CONTRACT PAYMENTS (DEC 2006) DFARS****52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR****52.242-13 BANKRUPTCY (JUL 1995) FAR****252.243-7002 REQUESTS FOR EQUITABLE ADJUSTMENTS (DEC 2012) DFARS**

As prescribed in [243.205-71](#), use the following clause:

(a) The amount of any request for equitable adjustment to contract terms shall accurately reflect the contract adjustment for which the Contractor believes the Government is liable. The request shall include only costs for performing the change, and shall not include any costs that already have been reimbursed or that have been separately claimed. All indirect costs included in the request shall be properly allocable to the change in accordance with applicable acquisition regulations.

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

(Official's Name)

(Title)

(c) The certification in paragraph (b) of this clause requires full disclosure of all relevant facts, including

(1) Certified cost or pricing data, if required, in accordance with subsection 15.403-4 of the Federal Acquisition Regulation (FAR); and

(2) Data other than certified cost or pricing data, in accordance with subsection 15.403-3 of the FAR, including actual cost data and data to support any estimated costs, even if certified cost or pricing data are not required.

(d) The certification requirement in paragraph (b) of this clause does not apply to

(1) Requests for routine contract payments; for example, requests for payment for accepted supplies and services, routine vouchers under a cost-reimbursement type contract, or progress payment invoices; or

(2) Final adjustments under an incentive provision of the contract.

(End of clause)

**252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (JUN 2013) DFARS****52.247-34 F.O.B. DESTINATION (NOV 1991) FAR****52.253-1 COMPUTER GENERATED FORMS (JAN 1991) FAR****Attachments****List of Attachments**

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**Attachments (CONTINUED)**

File Name	Description
ATTACH_2__Delivey_Schedule	SPE30020DP35
ATTACH_1__Schedule_of_Items	SPE30020DP35
ATTACH_Signed__DP351	Signed DP351.pdf