

**AWARD/CONTRACT 2**

1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)

RATING

2. CONTRACT (Proc. Inst. Ident ) NO.  
SPE3S1-22-D-Z148

3. EFFECTIVE DATE  
2021 DEC 21

4. REQUISITION/PURCHASE REQUEST/PROJECT NO.  
1000119776

5. ISSUED BY CODE SPE3S1

DLA TROOP SUPPORT  
SUBSISTENCE SUPPLY CHA N  
700 ROBB NS AVENUE  
PHILADELPHIA PA 19111-5096  
USA  
Local Admin: Michael Olsakowski DMO0027  
Email: Michael.Olsakowski@dla mil

6. ADMINISTERED BY (If other than Item 5) CODE SPE3S1

DLA TROOP SUPPORT  
SUBSISTENCE SUPPLY CHAIN  
700 ROBBINS AVENUE  
PHILADELPHIA PA 19111-5096  
USA  
Criticality: PAS : None

7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, State and ZIP Code)

THERMO PAC, LLC  
1609 STONE RIDGE DR  
STONE MOUNTAIN GA 30083-1109  
USA

8. DELIVERY

FOB ORIGIN  OTHER (See below)

9. DISCOUNT FOR PROMPT PAYMENT

Net 30 (Do not Use)

10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN ITEM 12

CODE 0CBU1 FACILITY CODE

11. SHIP TO/MARK FOR CODE

SEE SCHEDULE, DO NOT SHIP TO ADDRESS ON THIS PAGE

12. PAYMENT WILL BE MADE BY CODE SL4701

DEF F N AND ACCOUNTING SVC  
BSM  
P O BOX 182317  
COLUMBUS OH 43218-2317  
USA

13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION:

10 U.S.C. 2304(c)  41 U.S.C. 253(c)

14. ACCOUNTING AND APPROPRIATION DATA

| 15A. ITEM NO. | 15B. SUPPLIES/SERVICES | 15C. QUANTITY | 15D. UNIT | 15E. UNIT PRICE | 15F. AMOUNT |
|---------------|------------------------|---------------|-----------|-----------------|-------------|
|               | See Schedule           | 45871793.000  |           |                 |             |

15G. TOTAL AMOUNT OF CONTRACT

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CONTRACTING OFFICER WILL COMPLETE ITEM 17 OR 18 AS APPLICABLE

17.  CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)

18.  SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)

19A. NAME AND TITLE OF SIGNER (Type or Print)

20A. NAME OF CONTRACTING OFFICER

Priscilla Reed  
PRISCILLA.REED@DLA.MIL

19B. NAME OF CONTRACTOR  
BY \_\_\_\_\_  
(Signature of person authorized to sign)

19C. DATE SIGNED

20B. UNITED STATES OF AMERICA  
BY Priscilla Reed  
(Signature of Contracting Officer)

20C. DATE SIGNED

2021 DEC 22

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS**

The following documents are hereby incorporated by reference into this contract: Solicitation SPE3S1-21-R-0007 and your final proposal revision is being accepted by the Government to form this contract. All clauses and provisions within solicitation SPE3S1-21-R-0007 have been incorporated into this contract with their most recent version.

**Effective period of performance:**

Each tier year is comprised of a 365 day term.

Tier 1: December 21, 2021 - December 20, 2022

Tier 2: December 21, 2022 - December 20, 2023

Tier 3: December 21, 2023 - December 20, 2024

Tier 4: December 21, 2024 - December 19, 2025

Tier 5: December 20, 2025 - December 19, 2026

**Place of Performance**

ThermoPac, LLC  
1609 Stone Ridge Drive  
Stone Mountain, GA 30083

**Line 0001: Mayonnaise, Fat Free**

**NSN:** 8950-01-527-8387

**Delivery Terms:** F.O.B Destination

**Inspection and Acceptance:** Origin

**Guaranteed Minimum Quantity:** 2,525,000 EA (inclusive of all Tiers)

**Estimated Quantity:** 3,030,000 EA per year

**Maximum Quantity:** 37,857,000 EA

**Surge Quantity:** 7,996,793 EA

**Offered Prices:**

Tier 1: \$

Tier 2: \$

Tier 3: \$

Tier 4: \$

Tier 5: \$

**Product Demonstration Model: Lot 1306**

I. The following applies to contract SPE3S1-21-R-0007:

A. Solicitation SPE3S1-20-R-0007 Page 16 of 107, delete:

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)****“MARKING**

Shipping containers shall be marked in accordance with DLA Troop Support Form 3556, Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semiperishable Subsistence.”

and insert:

**“MARKING**

Shipping container markings shall be as follows:

- A. Shipping containers that are not being shipped to ration assemblers shall be marked in accordance with DLA Troop Support Form 3556, Marking Instructions for Boxes, Sacks, and Unit Loads of Perishable and Semiperishable Subsistence.
- B. Shipping containers that are shipped to ration assembly contractors are permitted to have alternative markings that have been agreed upon by each assembler and the GQAR. A copy of this agreement shall be provided to the contracting officer prior to any shipment with alternative markings. In addition, any alternative markings shall comply with all applicable Federal and State mandatory requirements. This requirement shall remain in place for the duration of this contract or until further notice.”

B. Solicitation SPE3S1-21-R-0007, page 35 of 107, delete:

**“E-6. Government Verification Inspection.** Government verification inspection (conducted by the GQAR or Government laboratory) shall be withheld, at a minimum, until the contractor's completed lot submittal package, including, but not limited to, inspection results and/or in-process verification documentation as authorized for the contractor's Inspection and Acceptance Program option is presented to the Government's Quality Assurance Representative (GQAR). Unless otherwise authorized, in writing, by the contracting officer, the GQAR and/or Government laboratory shall not perform Government verification inspection/testing unless documentation contained in the contractor's lot submittal package provided to the GQAR indicates conformance to ALL contractual requirements.”

and insert:

**“E-6. Government Verification Inspection.** Government verification inspection, tests and exams conducted by either the Government's Quality Assurance Representative (GQAR) or Government designated laboratory, shall be withheld, at a minimum, until documentation of the contractor's conforming and completed inspection results are presented to the GQAR. Unless otherwise authorized, in writing, by the contracting officer, neither the GQAR nor the Government laboratory shall perform Government verification inspection until such time as the contractor's lot submittal package, the package including the documented results of all inspections required to be performed by the contractor, is provided to the GQAR and the inspection results contained therein indicate conformance to ALL applicable contractual requirements. Submit requests for Contracting Officer authorization using template “REQUEST FOR EARLY GOVERNMENT INSPECTION”.

Standby inspection samples. The Government reserves the right to withdraw and hold, for inspection purposes, standby samples of components or finished products or both. Samples not used will be returned to the contractor.”

C. Solicitation SPE3S1-21-R-0007, page 45 of 107, in E-14. Periodic Review Samples, delete:

“Six samples selected by USDA/AMS will be sent to:  
Operational Rations Lead Person, Michael Lynch (three samples)  
Operational Rations Marketing Specialist, Louis Obot (one sample)  
Agricultural Commodity Grader Staff Assistant, Benjamin Jackson (one sample)  
USDA Area Office Officer-in-Charge (one sample) “

**CONTINUED ON NEXT PAGE**

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**

and insert:

“Six samples selected by USDA/AMS will be sent to:

Operational Rations Marketing Specialist, Anthony Foresi (three samples)

Operational Rations Marketing Specialist, Louis Obot (one sample)

Operational Rations Marketing Specialist, Luke Smith (one sample)

USDA Area Office Officer-in-Charge (one sample)”

D. Solicitation SPE3S1-21-R-0007, page 44 of 107, in E-14. Periodic Review Samples, at end of Natick mailing address, add: “POC: (508) 233-5037”

E. Solicitation SPE3S1-21-R-0007, page 50 OF 107, delete provision titled “9044 Sanitary Conditions (APR 2014)”, and insert the following provision, titled “9044 SANITARY CONDITIONS (JUL 2021)”:

“9044 SANITARY CONDITIONS (JUL 2021)

(a) Food establishments.

(1) All establishments and distributors furnishing subsistence items under DLA Troop Support contracts are subject to sanitation approval and surveillance as deemed appropriate by the Military Medical Service or by other Federal agencies recognized by the Military Medical Service. The Government does not intend to make any award for, nor accept, any subsistence products manufactured, processed, or stored in a facility which fails to maintain acceptable levels of food safety and food defense, is operating under such unsanitary conditions as may lead to product contamination or adulteration constituting a health hazard, or which has not been listed in an appropriate Government directory as a sanitarily approved establishment when required. Accordingly, the supplier agrees that, except as indicated in paragraphs (2) and (3) below, products furnished as a result of this contract will originate only in establishments listed in the U.S. Army Public Health Center (USAPHC) Circular 40-1, Worldwide Directory of Sanitarily Approved Food Establishments for Armed Forces Procurement, (Worldwide Directory) available at: <https://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>. Compliance with the current edition of DoD Military Standard 3006, Sanitation Requirements for Food Establishments, is mandatory for listing of establishments in the Worldwide Directory. Suppliers also agree to inform the Contracting Officer immediately upon notification that a facility is no longer sanitarily approved and/or removed from the Worldwide Directory and/or other Federal agency's listing, as indicated in paragraph (2) below. Suppliers also agree to inform the Contracting Officer when sanitary approval is regained and listing is reinstated.

(2) Establishments furnishing the products listed below and appearing in the publications indicated need not be listed in the worldwide directory. Additional guidance on specific listing requirements for products/plants included in or exempt from listing is provided in Appendix A of the worldwide directory.

(i) Meat and meat products and poultry and poultry products may be supplied from establishments which are currently listed in the “Meat, Poultry and Egg Inspection Directory”, published electronically by the U. S. Department of Agriculture, Food Safety and Inspection Service (USDA, FSIS), (available at: <https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory>). The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the USDA shield and applicable establishment number. USDA listed establishments processing products not subject to the Federal Meat and Poultry Products Inspection Acts must be listed in the Worldwide Directory for those items.

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**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**

(ii) Intrastate commerce of meat and meat products and poultry and poultry products for direct delivery to military installations within the same state (intrastate) may be supplied when the items are processed in establishments under state inspection programs certified by the USDA as being “at least equal to” the Federal Meat and Poultry Products Inspection Acts. The item, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(iii) Shell eggs may be supplied from establishments listed in the USDA, Agriculture Marketing Service (AMS) interactive resource “Meat, Poultry and Shell Egg Plants”, located at: [https://apps.ams.usda.gov/plantbook/Query\\_Pages/PlantBook\\_Query.asp](https://apps.ams.usda.gov/plantbook/Query_Pages/PlantBook_Query.asp).

(iv) Egg products (liquid, dehydrated, frozen) may be supplied from establishments listed in the “Meat, Poultry and Egg Product Inspection Directory” published electronically by the USDA FSIS (available at: <https://www.fsis.usda.gov/inspection/establishments/meat-poultry-and-egg-product-inspection-directory>). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the official inspection legend or label of the inspection agency and applicable establishment number.

(v) Fish, fishery products, seafood, and seafood products may be supplied from establishments listed in the “U.S. Department of Commerce, Approved Establishments”, published electronically by the U.S. Department of Commerce, National Oceanic and Atmospheric Administration Fisheries (USDC, NOAA) (available at: <https://www.fisheries.noaa.gov/resource/document/us-department-commerce-approved-establishments>). All products, to be acceptable, shall, on delivery, bear on the product, its wrappers or shipping container, as applicable, the full name and address of the producing facility.

(vi) Pasteurized milk and milk products may be supplied from plants having a pasteurization plant compliance rating of 90 percent or higher, as certified by a state milk sanitation officer and listed in “Sanitation Compliance and Enforcement Ratings of Interstate Milk Shippers” (IMS), published electronically by the U.S. Department of Health and Human Services, Food and Drug Administration (USDHHS, FDA). (available at: <https://www.fda.gov/Food/GuidanceRegulation/FederalStateFoodPrograms/ucm2007965.htm>). These plants may serve as sources of pasteurized milk and milk products as defined in Section I of the “Grade `A` Pasteurized Milk Ordinance” (PMO) published by USDHHS, FDA (available at: <https://www.fda.gov/Food/GuidanceRegulation/GuidanceDocumentsRegulatoryInformation/Milk/default.htm>).

(vii) Manufactured or processed dairy products only from plants listed in Section I of the “Dairy Plants Surveyed and Approved for USDA Grading Service”, published electronically by Dairy Grading Branch, AMS, USDA (available at: <https://apps.ams.usda.gov/dairy/ApprovedPlantList/>) may serve as sources of manufactured or processed dairy products as listed by the specific USDA product/operation code. Plants producing products not specifically listed by USDA product/operation code must be Worldwide Directory listed (e.g., plant is coded to produce cubed cheddar but not shredded cheddar; or, plant is coded for cubed cheddar but not cubed mozzarella). Plants listed in Section II and denoted as “P” codes (packaging and processing) must be Worldwide Directory listed.

(viii) Oysters, clams and mussels from plants listed in the “Interstate Certified Shellfish Shippers Lists” (ICSSL), published by the U.S. Food and Drug Administration, (available at: <https://www.fda.gov/food/federalstate-food-programs/interstate-certified-shellfish-shippers-list>).

(3) Establishments exempt from Worldwide Directory listing. Refer to AR 40-657/NAVSUPINST 4355.4H/MCO P1010.31H, Veterinary/Medical Food Safety, Quality Assurance, and Laboratory Service, for a list of establishment types that may be exempt from Worldwide Directory listing. AR 40-657 is available from National Technical Information Service, 5301 Shawnee Road, Alexandria, VA 22312 ; 1-888-584-8332 ; or download the publication from web site: (<https://armypubs.army.mil/>). For the most current listing of exempt plants/products, see the Worldwide Directory (available at: <https://phc.amedd.army.mil/topics/foodwater/ca/Pages/DoDAApprovedFoodSources.aspx>).

**SECTION B - SUPPLIES OR SERVICES AND PRICES OR COSTS (CONTINUED)**

(4) Subsistence items other than those exempt from listing in the Worldwide Directory, bearing labels reading “Distributed By”, “Manufactured For”, etc., are not acceptable unless the source of manufacturing/processing is indicated on the label or on accompanying shipment documentation.

(5) When the Military Medical Service or other Federal agency acceptable to the Military Medical Service determines the levels of food safety and food defense of the establishment or its products have or may lead to product contamination or adulteration, the Contracting Officer will suspend the work until such conditions are remedied to the satisfaction of the appropriate inspection agency. Suspension of the work shall not extend the life of the contract, nor shall it be considered sufficient cause for the Contractor to request an extension of any delivery date. In the event the Contractor fails to correct such objectionable conditions within the time specified by the Contracting Officer, the Government shall have the right to terminate the contract in accordance with the “Default” clause of the contract.

(b) Delivery conveyances.

The supplies delivered under this contract shall be transported in delivery conveyances maintained to prevent tampering with and /or adulteration or contamination of the supplies, and if applicable, equipped to maintain a prescribed temperature. The delivery conveyances shall be subject to inspection by the government at all reasonable times and places. When the sanitary conditions of the delivery conveyance have led, or may lead to product contamination, adulteration, constitute a health hazard, or the delivery conveyance is not equipped to maintain prescribed temperatures, or the transport results in product ‘unfit for intended purpose’, supplies tendered for acceptance may be rejected without further inspection.”

F. Solicitation SPE3S1-21-R-0007, page 54 of 107, SECTION E ATTACHMENTS, insert:

**ATTACHMENT 6 “REQUEST FOR EARLY GOVERNMENT INSPECTION”**, posted at: <https://www.dla.mil/TroopSupport/Subsistence/Operationalrations/mre/mreci.aspx>”

**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 (OCT 2016) DFARS**

**252.204-7012 SAFEGUARDING COVERED DEFENSE INFORMATION AND CYBER INCIDENT REPORTING (DEC 2019) 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 (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.

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

“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 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.

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

*(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.")*

(2) 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 (OCT 2020) DFARS****252.247-7023 TRANSPORTATION OF SUPPLIES BY SEA -- BASIC (FEB 2019) DFARS**

(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.

"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

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

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;
- (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<br>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

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**SECTION I - CONTRACT CLAUSES (CONTINUED)**

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 2021) DFARS****SECTION J - LIST OF ATTACHMENTS****List of Attachments**

| Description                    | File Name |
|--------------------------------|-----------|
| ATTACH_ThermoPac_Sig<br>nature | MRE       |