

<b>SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, &amp; 30</b>			1. REQUISITION NUMBER 1000083545	<b>PAGE 1 OF 12</b>
2. CONTRACT NO. SPE3S1-20-D-Z218	3. AWARD/EFFECTIVE DATE 2020 MAY 18	4. ORDER NUMBER	5. SOLICITATION NUMBER SPE3S1-20-Q-0001	6. SOLICITATION ISSUE DATE 2020 FEB 21
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 SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: MATTHEW DEPETRIS DMD0067 Tel: 215-737-2159 Email: Matthew.Depetris@dla.mil	CODE SPE3S1	10. THIS ACQUISITION IS <input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 311999 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8 (A) SIZE STANDARD:
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11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE	12. DISCOUNT TERMS Net 30 days	<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)	13b. RATING
		14. METHOD OF SOLICITATION <input checked="" type="checkbox"/> RFQ <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

15. DELIVER TO  SEE SCHEDULE	CODE	16. ADMINISTERED BY  SEE BLOCK 9 Criticality: PAS : None	CODE SPE3S1
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17a. CONTRACTOR/ OFFEROR  Hershey Company, The DBA Hershey GOVERNMENT SALES 19 E Chocolate Ave HERSHEY PA 17033-1314 USA  TELEPHONE NO. 2814941736	CODE 0FWL3	FACILITY CODE	18a. PAYMENT WILL BE MADE BY  DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	CODE SL4701
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<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER	18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM
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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) \$1,296,000.00
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<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.
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<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>SPE3S1-20-Q-0001</u> OFFER DATED <u>2020-Mar-23</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH, HEREIN IS ACCEPTED AS TO ITEMS:
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30a. SIGNATURE OF OFFEROR/CONTRACTOR		31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER)	
30b. NAME AND TITLE OF SIGNER (Type or Print)	30c. DATE SIGNED	31b. NAME OF CONTRACTING OFFICER (Type or Print) Candice Campbell candice.campbell@dla.mil	31c. DATE SIGNED 2020 MAY 18

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**

All terms and conditions of solicitation SPE3S1-20-Q-0001, amendment 0001 and amendment 0002, are hereby incorporated into this contract.

**SCHEDULE OF SUPPLIES****CLIN 0001**

NSN: 8925-01-529-6633

Item Description: Pan Coated, Peanut Butter Disks, 1.53 oz. flex package. Type VI, Style A, Flavor 4 CID A-A-20177F dated July 12, 2019. (For Unitized Group Rations- Heat & Serve and UGR-M).

Contract Period of Performance: 5/18/2020 - 5/17/2022

Tier 1: 5/18/2020 - 5/17/2021

Tier 2: 5/18/2021 - 5/17/2022

Unit of Issue: BG

Tier 1 Unit Price: \$0.54

Tier 2 Unit Price: \$0.54

Minimum Quantity: 300,000 BG

Maximum Quantity: 2,400,000 BG

Total Max Dollar Value: \$1,296,000

Quantity variance: PLUS 2%, MINUS 2%

Pricing is F.O.B. Destination to the following address:

DLA Distribution San Joaquin  
25600 S Chrisman Road  
Warehouse # 30, Section 2- UGR  
DODAAC: W62G2T  
Tracy, CA 95304

The Shelf Life requirement is 36 months.

Each delivery must be scheduled with Tracy Depot. To schedule a delivery appointment, email the following address:

[DDJUGRLeaders@dla.mil](mailto:DDJUGRLeaders@dla.mil) and [James.Arzadon@DLA.MIL](mailto:James.Arzadon@DLA.MIL)

Call 209-839-4481 or 209-839-4461 for immediate assistance.

If a delivery issue occurs, contact your DLA Troop Support contract specialist or contracting officer in Philadelphia, PA immediately.

A WAWF Report must accompany every shipment sent to Tracy Depot. Shipments without the proper paperwork will be processed into litigation status.

Government Inspection/Acceptance will be at destination for identity, count, and condition for all terms and conditions of the contract.

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**Form (CONTINUED)****CONTRACTING AUTHORITY**

A. DLA Troop Support Contracting Officer is the ONLY person authorized to approve changes to, or modify any requirement of the contract. Notwithstanding any provisions contained elsewhere in the contract, said authority remains solely with DLA Troop Support Contracting Officer.

B. In the event that the vendor effects any change at the direction of any person other than the DLA Troop Support Contracting Officer, the change will be considered to have been made without authority and no adjustments will be made to cover any costs associated with such change.

**CONTRACT CLAUSES****52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (MAR 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 (SEP 2006), 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 (OCT 2015) (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 (OCT 2018) (Pub. L. 109-282) (31 U.S.C. 6101 note).

(5) [Reserved].

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

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

(8) **52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (OCT 2015) (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 (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

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## Form (CONTINUED)

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)
- (iii) **Alternate II** (NOV 2011)
- (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 II** (MAR 2004) 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 (MAR 2020) (15 U.S.C. 637(a)(14)).
- (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 (MAR 2020) (15 U.S.C. 657f).
- (22)(i) **52.219-28**, Post Award Small Business Program Representation (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 (EDWOSB) 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 (WOSB) Concerns Eligible Under the WOSB 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\(a\)\(17\)](#)).
- (27) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).
- (28) **52.222-19**, Child Labor --Cooperation with Authorities and Remedies (JAN 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 (OCT 2015) (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 (JUL 2014) (29 U.S.C. 793).
- (ii) **Alternate I** (JULY 2014) of 52.222-36.
- (33) **52.222-37**, Employment Reports on Veterans (FEB 2016) (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 E.O. 13627).
- (ii) **Alternate I** (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

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**Form (CONTINUED)**

- (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.s13423 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 (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**, Encouraging Contractor Policies to Ban Text Messaging while Driving (Aug 2011) (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.
- (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) (41U.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).
- (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).
- (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).

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**Form (CONTINUED)**

- \_\_\_ (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).  
 \_\_\_ (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) **52.222-17**, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495)  
 \_\_\_ (2) **52.222-41**, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).  
 \_\_\_ (3) **52.222-42**, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).  
 \_\_\_ (4) **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).  
 \_\_\_ (5) **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).  
 \_\_\_ (6) **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).  
 \_\_\_ (7) **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).  
 \_\_\_ (8) **52.222-55**, Minimum Wages under Executive Order 13658 (Dec 2015) (E.O. 13658).  
 \_\_\_ (9) **52.222-62**, Paid Sick Leave under Executive Order 13706 (JAN 2017) (E.O. 13706).  
 \_\_\_X\_\_\_ (10) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (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, 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 (Oct 2015) (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).

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**Form (CONTINUED)**

(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) 52.222-17, Nondisplacement of Qualified Workers (May 2014) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

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

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

(viii) 52.222-35, Equal Opportunity for Veterans (Oct 2015) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jul 2014) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Feb 2016) (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 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) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(A) 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. (May 2014) (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.

**Addendum to 52.212-5**

The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

1.  252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)

2.  252.203-7003, Agency Office of the Inspector General (DEC 2012)

3.  252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991)

4. \_\_\_\_ 252.219-7003, Small Business Subcontracting Plan (DoD Contracts) (MAY 2019)

5.  252.225-7001, Buy American and Balance of Payments Program (NOV 2014)

a. \_\_\_\_ Alternate I (NOV 2014) of 252.225-7001

6. \_\_\_\_ 252.225-7008, Restriction on Acquisition of Specialty Metals (MAR 2013)

7. \_\_\_\_ 252.225-7009, Restriction on Acquisition of Certain Articles Containing Specialty Metals (DEC 2019)

8.  252.225-7012, Preference for Certain Domestic Commodities (FEB 2013)

9. \_\_\_\_ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005)

10. \_\_\_\_ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (JUN 2011)

11. \_\_\_\_ 252.225-7021, Trade Agreements (SEP 2019)

a. \_\_\_\_ Alternate II (SEP 2019) of 252.225-7021

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**Form (CONTINUED)**

12. \_\_\_\_ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003)
13. \_\_\_\_ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003)
14. \_\_\_\_ 252.225-7036, Buy American --Free Trade Agreements--Balance of Payment Program (NOV 2014)
- a. \_\_\_\_ Alternate I (NOV 2014) of 252.225-7036
- b. \_\_\_\_ Alternate II (NOV 2014) of 252.225-7036
- c. \_\_\_\_ Alternate III (NOV 2014) of 252.225-7036
- d. \_\_\_\_ Alternate IV (NOV 2014) of 252.225-7036
- e. \_\_\_\_ Alternate V (NOV 2014) of 252.225-7036
15. \_\_\_\_ 252.225-7039, Defense Contractors Performing Private Security Functions Outside the United States. (JAN 2015)
16. \_\_\_\_ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004)
17. \_\_\_\_ 252.227-7013, Rights in Technical Data - Noncommercial Items (FEB 2014)
18. X 252.227-7015, Technical Data -- Commercial Items (JAN 2020)
19. \_\_\_\_ 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013),
20. X 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports (JUN 2012)
21. \_\_\_\_ 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
22. \_\_\_\_ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
23. X 252.243-7002, Requests for Equitable Adjustment (DEC 2012)
24. \_\_\_\_ 252.246-7004, Safety of Facilities, Infrastructure, and Equipment for Military Operations (OCT 2010)
25. \_\_\_\_ 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
26. \_\_\_\_ 252.247-7023, Transportation of Supplies by Sea (APR 2014) .
- a. \_\_\_\_ Alternate I (APR 2014) of 252.247-7023.
- b. \_\_\_\_ Alternate II (APR 2014) of 252.247-7023.
27. X 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000)
28. \_\_\_\_ 252.247-7027, Riding Gang Member Requirements (OCT 2011)

In addition to the clauses listed in paragraph (e) of FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders-Commercial Items, the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

1. 252.225-7039, DEFENSE CONTRACTORS PERFORMING PRIVATE SECURITY FUNCTIONS OUTSIDE THE UNITED STATES (JUN 2016)
2. 252.227-7013, Rights in Technical Data - Noncommercial Items (FEB 2014)
3. 252.227-7037, Validation of Restrictive Markings on Technical Data (JUN 2013)
4. 252.237-7010, Prohibition on Interrogation of Detainees by Contractor Personnel (JUN 2013)
5. 252.237-7019, Training for Contractor Personnel Interacting with Detainees (JUN 2013)
6. 252.247-7003, Pass-Through of Motor Carrier Fuel Surcharge Adjustment to the Cost Bearer (JUN 2013)
7. 252.247-7023, Transportation of Supplies by Sea (FEB 2019)

(End of Addendum)

**52.204-04 PRINTED OR COPIED DOUBLE-SIDED ON POSTCONSUMER FIBER CONTENT PAPER (MAY 2011) FAR**

**FAR**

**52.204-09 PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011) FAR**

**52.209-07 INFORMATION REGARDING RESPONSIBILITY MATTERS (JUL 2013) FAR**

**52.211-02 AVAILABILITY OF SPECIFICATIONS, STANDARDS, AND DATA ITEM DESCRIPTIONS LISTED IN THE ACQUISITION STREAMLINING AND STANDARDIZATION INFORMATION SYSTEM (ASSIST) (APR 2014) FAR**

**FAR**

**52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR**

**52.211-06 BRAND NAME OR EQUAL (AUG 1999) FAR**

**CONTINUED ON NEXT PAGE**

**Form (CONTINUED)****52.216-19 -- Order Limitations. -- Order Limitations (Oct 1995) -FAR**

(a) *Minimum order.* When the Government requires supplies or services covered by this contract in an amount of less than the quantity equivalent to one pallet, 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 600,000;

(2) Any order for a combination of items in excess of \_\_\_\_\_ [*insert dollar figure or quantity*]; or

(3) A series of orders from the same ordering office within 7 days that together call for quantities exceeding the limitation in subparagraph (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 \_\_\_\_\_ 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.

(End of Clause)

**52.211-16 VARIATION IN QUANTITY (APR 1984) FAR**

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) of this clause.

(b) The permissible variation shall be limited to:

2 Percent increase [Contracting Officer insert percentage]

2 Percent decrease [Contracting Officer insert percentage]

This increase or decrease shall apply to the individual line item.\*

**52.211-17 DELIVERY OF EXCESS QUANTITIES (SEP 1989) FAR****52.216-22 INDEFINITE QUANTITY (OCT 1995) FAR**

(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.

(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 790 days after award

(End of clause)

**52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) FAR****252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS**

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**Form (CONTINUED)****Part 12 Clauses****52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014) FAR****252.204-7009 LIMITATIONS ON THE USE OR DISCLOSURE OF THIRD-PARTY CONTRACTOR REPORTED CYBER INCIDENT INFORMATION (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 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	SL4701
Issue By DoDAAC	SPE3S1

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**Part 12 Clauses (CONTINUED)**

Field Name in WAWF	Data to be entered in WAWF
Admin DoDAAC	SPE3S1
Inspect By DoDAAC	SPE3S1
Ship To Code	W62G2T
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.

**dscpwawfteam@dla.mil**

(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.

**WAWF Helpdesk 866-618-5988**

(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**

**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**

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

**Attachments**

**List of Attachments**

File Name	Description
ATTACH__	Hershey Page 1 signed.pdf