		T/ORDER FOR O					1. REQUIS		IUMBER			F	PAGE	1 OF	18
2. CONTRACT NO	l.	3. AWARD/EFFECT	IVE	4. ORDER NUME	BER		5. SOLICIT	ATION I	NUMBER	3			OLICITA ATE	ATION IS	SUE
SPE3S1-21-D-Z	238	DATE 2021 JUL 16	6				SPE3S1-21-Q-0004					JUN 04			
7. FOR SOLIC INFORMATION	a. NAME	1				b. TELEPH(ONE NU	JMBER	(No	collect		FFER [DCAL]	OUE DATE	E/	
9. ISSUED BY]	CODE	SPE3S1	10. THIS A	CQUISI	TION IS	UNR	ESTRIC [*]	TED (OR 🗌	SET AS	SIDE:		% FOR
DLA TROOP SUPP SUBSISTENCE SU 700 ROBBINS AVE PHILADELPHIA PA USA Local Admin: Adam Email: Adam.Kovn:	JPPLY CHAIN ENUE A 19111-5096 n Kovnat PAA0885 Tel	l: 215-737-3040	·		HUBZ BUSI SERV VETE	LL BUSII ZONE SI NESS /ICE-DIS ERAN-OV LL BUSII	NESS MALL SABLED MINED	wow (wos	IEN-OWI SB) ELIG LL BUSII OSB	NED SIBLE	SMALL UNDEF PROG	R THE V	VOMEI 11352	N-OWNED	-
11. DELIVERY FOR		12. DISCOUNT TER	RMS						13b. RA	ATING	}				
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SEE SCHE	DULE	Net 3	30 (Do no	ot Use)			5 CFR 700)		14. ME	THOL RFQ	OF SC	IFB	TION		
15. DELIVER TO			CODE		16. ADMIN	IISTERE	D BY		F	(FQ		CO	DE L	RFP SPE3S1	
SEE SCHEDU	LE		0002		SEE BLO								[<u> </u>	
17a. CONTRACTO OFFEROR	R/ CODE 4B3	41 FAC	CILITY		18a. PAYM	IENT WI	LL BE MADE	BY				СО	DE	SL4701	
MARS CHOCOLATE NORTH AMERICA, LLC DBA MARS 800 HIGH ST HACKETTSTOWN NJ 07840-1552 USA				DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA											
17b. CHECK OFFER		IS DIFFERENT AND	PUT SU	CH ADDRESS IN	I		DICES TO AD	_				18a UN	LESS E	BLOCK	
19.			20.		DELC	W 10 CI	21.	22.	E ADDEN	23				24.	
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25. ACCOUNTING	AND APPROPRIA	TION DATA				ı		26. TC	TAL AW	/ARD	AMOUI	NT (Fo	r Govi	. Use Or	nly)
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		S BY REFERENCE FAR R INCORPORATES BY							DA		ARE	\vdash		ATTACHE	
28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN			l 1	29	. AWARD OF	CONT	RACT: R	REF.	SPE3S1-21	-Q-0004		0	FFER		
COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND CADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIE			DATED 2021-Jul-16 YOUR OFFER ON SOLICITATION (BLOCK 5), OON ANY INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH,												
30a. SIGNATURE OF OFFEROR/CONTRACTOR					TES OF AME	,						,			
					STREIB	ICH.H	IARRY.12	28878	3169 Di	igital ate: 2	ly signe 021.07.1	d by STR			
30b. NAME AND T	ITLE OF SIGNER	(Type or Print)	30c. DA	ATE SIGNED	31b. NAME	OF CO	NTRACTING	OFFICI	ER (Typ	e or l	Print)		31c. D.	ATE SIGN	NED
			Harry Streibich HARRY.STREIBICH@DLA.MIL				2021 JUI	L 16							

19. ITEM NO.		20 SCHEDULE OF SUP				21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
32a. QUANTITY II			ED, AND CONFORMS 1	ГО ТНІ	E CONTR	ACT, EXCEPT	AS NOTE	ED:	
32b. SIGNATURI	E OF AUTH	ORIZED GOVERNMENT	32c. DATE		32d. PRI	NTED NAME A	ND TITLE	OF AUTHORIZED G	GOVERNMENT
REPRESEN	ITATIVE				REI	PRESENTATIV	Έ		
32e MAILING AI	DDRESS O	F AUTHORIZED GOVERNMEN	NT REPRESENTATIVE		32f TEL	EPHONE NUM	BER OF A	ALITHORIZED GOVE	RNMENT REPRESENTATIVE
OZG. W/ NEW O	DDNLC00 0	THO THORIZED GOVERNMEN	VI KEI KESEWIKIIVE		02		22.00.		
					32g. E-N	MAIL OF AUTHO	ORIZED G	OVERNMENT REPR	ESENTATIVE
33. SHIP NUMBE	ER	34. VOUCHER NUMBER	35. AMOUNT VERIFIE	D	36. PAY	MENT			37. CHECK NUMBER
PARTIAL	FINAL					COMPLETE	PA	RTIAL FINAL	
38. S/R ACCOUN	NT NO.	39. S/R VOUCHER NUMBER	40. PAID BY						
	41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER 41c. DATE 42a. RECEIVED BY (Print)								
4 ID. SIGNATUR	F WIND IIII	L OF CLIVIFTING OFFICER	TIO. DATE	42b. I	RECEIVE	D AT (Location	1)		
				42c. [DATE RE	C'D (YY/MM/D	D) 4	12d. TOTAL CONTAIN	NERS

CONTINUATION SHEET REFERENCE NO. OF DOCUMENT BEING CONTINUED: PAGE 3 OF 18 PAGES SPE3S1-21-D-Z238

Form

PID Data - Custom Clause

Insert (copy and paste) text for - PID information here

Part 12 Clauses

BODY

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, Chocolate Disks, 1.69 oz. flex package. Type VI, Shape A, Flavor 1 CID A-A-20177E dated August 4, 2009. (for Unitized Group Rations- Heat & Serve and UGR-M).

Contract Period of Performance: 7/16/2021 - 7/15/2026

Tier 1: 7/16/2021 - 7/15/2022

Tier 2: 7/16/2022 - 7/15/2023

Tier 3: 7/16/2023 - 7/15/2024

Tier 4: 7/16/2024 - 7/15/2025

Tier 5: 7/16/2025 - 7/15/2026

Unit of Issue: BG

Tier 1 Unit Price Tier 2 Unit Price

Tier 3 Unit Price:

Tier 5 Unit Price:

Quantity variance: PLUS 2%, MINUS 2%

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

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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: DDJCUGRLeaders@dla.mil and_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.

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)).

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-21-D-Z238	PAGE 5 OF 18 PAGES				
Part 12 Clauses (CONTINUE	D)					
	n Contracting for Hardware, Software, and Services Developed or Pro EP 2019) (Section 1634 of Pub. L. 115-91).	ovided by Kaspersky Lab and				
	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 or	Contracting with Inverted Domestic Corporations (NOV 2015)					
(5) (5) 52.233-3 , Protest after	er Award (AUG 1996) (31 U.S.C. 3553).					
(6) (6) 52.233-4 , Applicable	Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77, 10	08-78 (19 U.S.C. 3805 note)).				
•	ly with the FAR clauses in this paragraph (b) that the contracting officely reference to implement provisions of law or Executive orders app	_				
X(1) 52.203-6 , Restrictions 4704 and 10 U.S.C. 2402).	on Subcontractor Sales to the Government (SEP 2006), with Alterna	ate I (OCT 1995) (41 U.S.C.				
X (2) 52.203-13 , Contractor	r Code of Business Ethics and Conduct (OCT 2015) (41 U.S.C. 3509).					
X (3) 52.203-15 , Whistleblo	ower Protections Under the American Recovery and					
Reinvestment Act of 2009 (JUI	N 2010) (Applies to contracts funded by the American Recovery and	Reinvestment Act of 2009.)				
X(4) 52.204-10 , Reporting C. 6101 note).	Executive Compensation and First-Tier Subcontract Awards (OCT 20	18) (Pub. L. 109-282) (31 U.S.				
(5) [Reserved].						
(6) _ 52.204-14, _Service Con	ntract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section	743 of Div. C.);				
(7) _ 52.204-15 _, Service Consection 743 of Div. C.);	ntract Reporting Requirements for Indefinite-Delivery Contracts (OCT	Г 2016) (Pub. L. 111-117,				
X(8) 52.209-6 , Protecting to Proposed for Debarment (OCT	the Government's Interest When Subcontracting with Contractors De Γ 2015) (31 U.S.C. 6101 note).	ebarred, Suspended, or				
X (9) 52.209-9 , Updates of	Publicly Available Information Regarding Responsibility Matters (OC	T 2018) (41 U.S.C. 2313).				
(10) _[Reserved].						
(11)(i) _ 52.219-3 _, Notice of H	HUBZone Set-Aside or Sole-Source Award (MAR 2020) (15 U.S.C. 657	a).				
(ii) _ Alternate I _(MAR 2020	o) of 52.219-3.					
	f Price Evaluation Preference for HUBZone Small Business Concerns e, it shall so indicate in its offer) (15 U.S.C. 657a).	(MAR 2020) (if the offeror				
_(ii) _ Alternate I _(MAR 2020)	of 52.219-4.					
(13) _[Reserved]						
(14)(i) _ 52.219-6 _ Notice of T	Total Small Business Set-Aside (MAR 2020) (15 U.S.C. 644).					
(ii) _ Alternate I _(MAR 2020)						
_(iii) _Alternate II _(NOV 2011)						

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-21-D-Z238	PAGE 6 OF 18 PAGES
Part 12 Clauses (CONTINUE	D)	
_(15)(i) _ 52.219-7 , Notice of F	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	f Small Business Concerns (OCT 2018) (15 U.S.C. 637 (d)(2) and (3)).	
X (17)(i) 52.219-9 , Small Bu	usiness 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 201	8) 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) o	f 52.219-13	
X (19) 52.219-14 , Limitatio	ns on Subcontracting (MAR 2020) (15 U.S.C. 637(a)(14)).	
_(20) _ 52.219-16 _, Liquidated	DamagesSubcontracting Plan (JAN 1999) (15 U.S.C. 637(d)(4)(F)(i)).
_(21) _ 52.219-27 _, Notice of So	ervice-Disabled Veteran-Owned Small Business Set-Aside (MAR 2020	O) (15 U.S.C. 657f).
_(22)(i) _ 52.219-28 _, Post Awa	ard Small Business Program Representation (MAR 2020)	
(15 U.S.C. 632(a)(2)).		
_ (ii) Alternate I (MAR 2020)	of 52.219-28	
	et-Aside for, or Sole Source Award to, Economically Disadvantaged \((MAR 2020) (15 U.S.C. 637(m)).	Nomen-Owned Small
_(24) _ 52.219-30 _, Notice of So Under the WOSB Program (M.	et-Aside for, or Sole Source Award to, Women-Owned Small Busines AR 2020) (15 U.S.C. 637(m)).	ss (WOSB) Concerns Eligible
_(25) 52.219-32, Orders Issue	ed Directly Under Small Business Reserves (Mar 2020) (<u>15 U.S.C. 644</u>	<u>!</u> (r)).
_(26) 52.219-33, Nonmanufac	cturer Rule (Mar 2020) (<u>15 U.S.C. 637(</u> a)(17)).	
X (27) 52.222-3 , Convict La	bor (JUN 2003) (E.O. 11755).	
X (28) 52.222-19 , Child Lab	orCooperation with Authorities and Remedies (JAN 2020) (E.O. 13	126).
X (29) 52.222-21 , Prohibition	on of Segregated Facilities (APR 2015).	
X (30)(i) 52.222-26 , Equal C	Opportunity (SEP 2016) (E.O. 11246).	
(ii) Alternate I (FEB 19	99) of 52.222-26.	
X (31)(i) 52.222-35 , Equal C	Opportunity for Veterans (OCT 2015) (38 U.S.C. 4212).	
(ii)Alternate I (July 20	014) of 52.222-35.	
X (32)(i) 52.222-36 , Affirma	ative Action for Workers with Disabilities (JUL 2014) (29 U.S.C. 793).	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-21-D-Z238	PAGE 7 OF 18 PAGES
Part 12 Clauses (CONTINUE	D)	
(ii) Alternate I (JULY 2014) of 52.222-36.	
X (33) 52.222-37 , Employm	ent Reports on Veterans (FEB 2016) (38 U.S.C. 4212).	
X (34) 52.222-40 , Notificati	on of Employee Rights Under the National Labor Relations Act (DEC	2010) (E.O. 13496).
X (35)(i) 52.222-50 , Comba	ting 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).	
	ent Eligibility Verification (OCT 2015). (Executive Order 12989). (No: the-shelf items or certain other types of commercial items as prescr	
	of Percentage of Recovered Material Content for EPA-Designated Ite ble to the acquisition of commercially available off-the-shelf items.	
_(ii) _ Alternate I _(May 2008) off-the-shelf items.)	of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition	on of commercially available
(38) _ 52.223-11 _, Ozone-Dep O.13693).	leting Substances and High Global Warming Potential Hydrofluoroca	arbons (Jun 2016) (E.
_(39) _ 52.223-12 _, Maintenand 13693).	ce, Service, Repair, or Disposal of Refrigeration Equipment and Air C	Conditioners (Jun 2016) (E.O.
_(40)(i) _ 52.223-13 _, Acquisitio	on of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s13423	3 and 13514)
(ii)_ Alternate I _(Oct 2015) c	of 52.223-13.	
(41)(i) _ 52.223-14 _ Acquisitio	on of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 135	514).
(ii) _ Alternate I _(Jun 2014) o	f 52.223-14.	
_(42) _ 52.223-15 _, Energy Effic	ciency in Energy-Consuming Products (Dec 2007) (42 U.S.C.8259b).	
_(43)(i) _ 52.223-16 _, Acquisitio	on of EPEAT® -Registered Personal Computer Products (Oct 2015) (E	.O.s 13423 and 13514).
(ii) _ Alternate I _(Jun 201	4) of 52.223-16.	
X (44) 52.223-18, Encourag	ing Contractor Policies to Ban Text Messaging while Driving (Aug 20	11) (E.O. 13513).
(45) _ 52.223-20 _, Aerosols (Ju	un 2016) (E.O. 13693).	
_(46) _ 52.223-21 _, Foams (Jun	2016) (E.O. 13696).	
_(47) (i) _ 52.224-3 _, Privacy Tr	aining (JAN 2017) (5 U.S.C. 552a).	
(ii) Alternate I (JA	NN 2017) of 52.224-3.	
X (48) 52.225-1 , Buy Americ	canSupplies (May 2014) (41 U.S.C. chapter 83).	
note, 19 U.S.C. 2112 note, 19	ericanFree Trade AgreementsIsraeli Trade Act (May 2014) (41U.S U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108- D-138, 112-41, 112-42, and 112-43).	•
(ii) Alternate I (May 2014)	of 52.225-3.	
(iii) Alternate II (May 2014	l) of 52.225-3.	

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-21-D-Z238	PAGE 8 OF 18 PAGES
Part 12 Clauses (CONTINUE	D)	
(iv) Alternate III (May 20	14) of 52.225-3.	
(50) 52.225-5, Trade Agreeme	ents (AUG 2018) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).	
	ons on Certain Foreign Purchases (Jun 2008) (E.O.'s, proclamations, a control of the Department of the Treasury).	and statutes administered by
	ors Performing Private Security Functions Outside the United States (ense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).	(Oct 2016) (Section 862, as
(53) 52.226-4 , Notice of D	visaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).	
(54) 52.226-5 , Restriction	s 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. 4	1505), 10 U.S. C. 2307(f)).
(56) 52.232-30 , Installmen	nt Payments for Commercial Items (JAN 2017) (41 U.S.C. 4505, 10 U.	S.C. 2307 (f)).
X (57) 52.232-33 , Payment	by Electronic Funds Transfer System for Award Management (OC	T 2018) (31 U.S.C. 3332).
(58) 52.232-34 , Payment 3332).	by Electronic Funds TransferOther Than System for Award Manag	rement (Jul 2013) (31 U.S.C.
(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	s to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d) (12)).
(62) (i) _ 52.247-64 _, Prefe 10 U.S.C. 2631).	rence for Privately Owned U.SFlag Commercial Vessels (Feb 2006)	(46 U.S.C. Appx 1241(b) and
(ii) Alternate I (APR 2003) of 52.247-64.	
(iii) Alternate II (FEB 200	6) of 52.247-64.	
Contracting Officer has ind	oly with the FAR clauses in this paragraph (c), applicable to commerc licated as being incorporated in this contract by reference to implen e to acquisitions of commercial items:	
Contracting Officer check as o	appropriate.]	
(1) 52.222-17 , Nondisplac	rement of Qualified Workers (May 2014) (E.O. 13495)	
(2) 52.222-41 , Service Cor	ntract 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).
	Standards Act and Service Contract Labor Standards Price Adjustm (29 U.S.C.206 and 41 U.S.C. chapter 67).	ent (Multiple Year and
(5) 52.222-44 , Fair Labor 9 206 and 41 U.S.C. chapter 67)	Standards Act and Service Contract Labor Standards Price Adjustm	ent (May 2014) (29 U.S.C.
	from Application of the Service Contract Labor Standards to Contract EquipmentRequirements (May 2014) (41 U.S.C. chapter 67).	cts for Maintenance,

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Part 12 Clauses (CONTINUE	Part 12 Clauses (CONTINUED)					
(7) 52.222-53 , Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services						
(8) 52.222-55 , Minimum Wages under Executive Order 13658 (Dec 2015) (E.O. 13658).						

X (10) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (May 2014) (42 U.S.C. 1792).

(9) 52.222-62, Paid Sick Leave under Executive Order 13706 (JAN 2017) (E.O. 13706).

- (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).
 - (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).

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- (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.)
- (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. __ X _ 252.203-7000, Requirements Relating to Compensation of Former DoD Officials (SEP 2011)
- 2. __ X _ 252.203-7003, Agency Office of the Inspector General (DEC 2012)
- 3. X 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. X 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. X 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
- 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)

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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
- 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
- 52.211-05 MATERIAL REQUIREMENTS (AUG 2000) FAR
- **52.211-06 BRAND NAME OR EQUAL (AUG 1999) FAR**
- 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 1, 200,000;
 - (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 $\frac{7}{2}$ 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

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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 1,825 days after award

(End of clause)

52.227-01 AUTHORIZATION AND CONSENT (DEC 2007) FAR

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Part 12 Clauses (CONTINUED)

252.246-7000 MATERIAL INSPECTION AND RECEIVING REPORT (MAR 2008) DFARS

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 <u>252.232-7003</u>, 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" (standalone) and "Receiving Report" (standalone) document type may be used instead.)

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF,

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Part 12 Clauses (CONTINUE)	D)	
as specified by the con	tracting officer.	
(Contracting Officer: Insert ins	pection and acceptance locations or "Not applicable.")	
	e Contractor shall use the information in the Routing Data Table belongereating payment requests and receiving reports in the system.	ow only to fill in applicable
Routing Data Table*		
Field Name in WAWF Data to	be entered in	
WAWF		
Pay Official DoDAAC SL4701		
Issue By DoDAAC SPE3S1		
Admin DoDAAC SPE3S1		
Inspect By DoDAAC SPE3S1		
Ship To Code W62G2T		
Ship From Code		
Mark For Code		
Field Name in WAWF Data to	be entered in	
WAWF		
Service Approver		
(DoDAAC)		
Service Acceptor		
(DoDAAC)		
Accept at Other DoDAAC		
LPO DoDAAC		
DCAA Auditor DoDAAC		
Other DoDAAC(s)		

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate

(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or

"Not applicable.")

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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

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

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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
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.

WAWF Helpdesk 866-618-5988

(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 (CONTINUE	ט)						
(Contracting Officer: Insert app	plicable information or "Not applicable.")						
	, contact the WAWF helpdesk at 866-618-5988.						
252 222 7040 EVIES ON CON	(End of clause)						
52.233-3 PROTEST AFTER AV	ITRACT PAYMENTS (DEC 2006) DFARS VARD (AUG 1996) FAR						
252.244-7000 SUBCONTRACT	S FOR COMMERCIAL ITEMS (OCT 2020) DFARS						
	COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYS LECTRONIC PARTS (MAY 2018) DFARS	TEM (AUG 2016) DFARS					
52.247-34 F.O.B. DESTINATIO							
	ATED FORMS (JAN 1991) FAR						
252.204-7018 PROHIBITION ON THE ACQUISITION OF COVERED DEFENSE TELECOMMUNICATIONS EQUIPMENT OR SERVICES (JAN 2021) DFARS							