

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30				1. REQUISITION NUMBER 1000136362		PAGE 1 OF 17	
2. CONTRACT NO. SPE3S1-22-D-Z247		3. AWARD/EFFECTIVE DATE 2022 MAY 10		4. ORDER NUMBER		5. SOLICITATION NUMBER SPE3S1-22-R-0006	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME				b. TELEPHONE NUMBER (No collect calls)	
						8. OFFER DUE DATE/ LOCAL TIME 2022 JAN 19	
9. ISSUED BY DLA TROOP SUPPORT SUBSISTENCE SUPPLY CHAIN 700 ROBBINS AVENUE PHILADELPHIA PA 19111-5096 USA Local Admin: Steven Hoenes PSPTRCC Tel: 215-737-3726 Email: Steven.Hoenes@dla.mil				CODE SPE3S1		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB NAICS: 311999 <input type="checkbox"/> 8 (A) SIZE STANDARD:500	
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS Net 30 days		13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700) <input type="checkbox"/>		13b. RATING	
						14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP	
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE BLOCK 9 Criticality: PAS : None		CODE SPE3S1	
17a. CONTRACTOR/ OFFEROR JIANAS BROTHERS PACKAGING COMPANY 2533 SOUTHWEST BLVD KANSAS CITY MO 64108-2345 USA TELEPHONE NO. 8164212880		CODE 64806		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DEF FIN AND ACCOUNTING SVC BSM P O BOX 182317 COLUMBUS OH 43218-2317 USA	
17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER <input type="checkbox"/>				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED. <input type="checkbox"/> SEE ADDENDUM			
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY		22. UNIT
		See Schedule					
					23. UNIT PRICE		24. AMOUNT
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)	
<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 checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA						<input type="checkbox"/> ARE <input checked="" type="checkbox"/> ARE NOT ATTACHED.	
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 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>Revised</u> OFFER DATED 2022-May-04 YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH , HEREIN IS ACCEPTED AS TO ITEMS: 0001 & 0002	
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) <i>Tiendung Nguyen</i>			
30b. NAME AND TITLE OF SIGNER (Type or Print)		30c. DATE SIGNED		31b. NAME OF CONTRACTING OFFICER (Type or Print) Tiendung Nguyen TIENDUNG.NGUYEN@DLA.MIL		31c. DATE SIGNED 2022 MAY 10	

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

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-22-D-Z247	PAGE 3 OF 17 PAGES
<p>Form</p> <p>All Delivery Orders placed against Contract SPE3S1-22-D-Z247 shall have a Priority Rating of "DO-P3".</p> <p>The following documents are hereby incorporated by reference into this contract: Solicitation SPE3S1-22-R-0006, solicitation Amendments 0001 through 0006, and your revised proposal dated May 4, 2022, which is being accepted by the Government to form this contract. All clauses and provisions within solicitation SPE3S1-22-R-0006 have been incorporated into this contract with their most recent version.</p> <p>Effective period of performance:</p> <p>Each tier year is comprised of a 365-day term.</p> <p>Tier 1: May 10, 2022 - May 9, 2023</p> <p>Tier 2: May 10, 2023 - May 9, 2024</p> <p>Tier 3: May 10, 2024 - May 9, 2025</p> <p>Tier 4: May 10, 2025 - May 9, 2026</p> <p>Tier 5: May 10, 2026 - May 9, 2027</p> <p>Place of Performance</p> <p>JIANAS BROTHERS PACKAGING COMPANY 2533 SOUTHWEST BLVD. KANSAS CITY, MO 64108 USA</p> <p>Line 0001: Fruit Juice, Grape, 9/BG; PCR-J-002A, Design B, Type I, Style A</p> <p>NSN: 8915-01-545-9612</p> <p>Delivery Terms: F.O.B Destination Inspection: Origin Acceptance: Destination</p> <p>Guaranteed Minimum Quantity: 40,000 BG (inclusive of all Tiers)</p> <p>Estimated Quantity: 20,000 BG per year</p> <p>Maximum Quantity: 150,000 BG</p> <p>Offered Prices:</p> <p>Tier 1:</p> <p>Tier 2:</p> <p>Tier 3:</p> <p>Tier 4:</p> <p style="text-align: right;">CONTINUED ON NEXT PAGE</p>		

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-22-D-Z247	PAGE 4 OF 17 PAGES
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Form (CONTINUED)

Tier 5:

Product Demonstration Model: Lot 2056

Line 0002: Fruit Juice, Orange, 9/BG; PCR-J-002A, Design B, Type II, Style B

NSN: 8915-01-545-9614

Delivery Terms: F.O.B. Destination Inspection: Origin Acceptance: Destination

Guaranteed Minimum Quantity: 40,000 BG (inclusive of all Tiers)

Estimated Quantity: 20,000 BG per year

Maximum Quantity: 150,000 BG

Offered Prices:

Tier 1:

Tier 2:

Tier 3:

Tier 4:

Tier 5:

Product Demonstration Model: Lot 2055

**52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT
STATUTES OR EXECUTIVE ORDERS--COMMERCIAL PRODUCTS AND COMMERCIAL
SERVICES)(JAN 2022)**

(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 products and commercial services:

(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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-22-D-Z247	PAGE 5 OF 17 PAGES
--------------------	--	--------------------

Form (CONTINUED)

Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (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 products and commercial services:

☐ (1) **52.203-6**, Restrictions on Subcontractor Sales to the Government (JUN 2020) 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 2402).

☒ (2) **52.203-13**, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

☐ (3) **52.203-15**, Whistleblower Protections Under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

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

☐ (5) [Reserved].

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

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

☒ (8) **52.209-6**, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment (NOV 2021) (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) **52.219-3**, Notice of HUBZone Set-Aside or Sole-Source Award (SEP 2021) (15 U.S.C. 657a).

☐ (12) **52.219-4**, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (SEP 2021) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (13) [Reserved]

☐ (14)(i) **52.219-6**, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) **Alternate I** (MAR 2020) of 52.219-6

☐ (15)(i) **52.219-7**, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

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

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

☐ (17)(i) **52.219-9**, Small Business Subcontracting Plan (NOV 2021) (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** (JUN 2020) of 52.219-9

☐ (v) **Alternate IV** (Class Deviation 2019-O0005 Revision 1) (JAN 2019) of 52.219-9

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-22-D-Z247	PAGE 6 OF 17 PAGES
--------------------	--	--------------------

Form (CONTINUED)

- ☐ (ii) Alternate I (MAR 2020) of 52.219-13
- ☐ (19) **52.219-14**, Limitations on Subcontracting (SEP 2021) (15 U.S.C. 637(a)(14)).
- ☐ (20) **52.219-16**, Liquidated Damages --Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).
- ☐ (21) **52.219-27**, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (SEP 2021) (15 U.S.C. 657f).
- ☒ (22)(i) **52.219-28**, Post Award Small Business Program Representation (SEP 2021) (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 (SEP 2021) (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 (SEP 2021) (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 (SEP 2021) ([15 U.S.C. 637\(a\)\(17\)](#)).
- ☒ (27) **52.222-3**, Convict Labor (JUN 2003) (E.O. 11755).
- ☒ (28) **52.222-19**, Child Labor --Cooperation with Authorities and Remedies (Class Deviation 2020-O0019) (JAN 2022) (E.O. 13126).
- ☒ (29) **52.222-21**, Prohibition of Segregated Facilities (APR 2015).
- ☒ (30)(i) **52.222-26**, Equal Opportunity (SEP 2016) (E.O. 11246).
- ☐ (ii) Alternate I (FEB 1999) of 52.222-26.
- ☒ (31)(i) **52.222-35**, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).
- ☐ (ii) Alternate I (July 2014) of 52.222-35.
- ☒ (32)(i) **52.222-36**, Affirmative Action for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).
- ☐ (ii) Alternate I (JULY 2014) of 52.222-36.
- ☒ (33) **52.222-37**, Employment Reports on Veterans (J) (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 (NOV 2021) (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).
- ☒ (36) **52.222-54**, Employment Eligibility Verification (NOV 2021). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in 22.1803.)
- ☐ (37) (i) **52.223-9**, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☐ (ii) **Alternate I** (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- ☒ (38) **52.223-11**, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O.13693).
- ☐ (39) **52.223-12**, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- ☐ (40)(i) **52.223-13**, Acquisition of EPEAT® -Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514)
- ☐ (ii) **Alternate I** (Oct 2015) of 52.223-13.
- ☐ (41)(i) **52.223-14**, Acquisition of EPEAT® -Registered Television (Jun 2014) (E.O.s 13423 and 13514).

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CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-22-D-Z247	PAGE 7 OF 17 PAGES
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Form (CONTINUED)

- ___ (ii) **Alternate I** (Jun 2014) of 52.223-14.
- ___ (42) **52.223-15**, Energy Efficiency in Energy-Consuming Products (MAY 2020) (42 U.S.C. 8259b).
- ___ (43)(i) **52.223-16**, Acquisition of EPEAT® -Registered Personal Computer Products (Oct 2015) (E.O. s 13423 and 13514).
- ___ (ii) **Alternate I** (Jun 2014) of 52.223-16.
- X (44) **52.223-18**, Encouraging Contractor Policies to Ban Text Messaging while Driving (JUN 2020) (E.O. 13513).
- ___ (45) **52.223-20**, Aerosols (Jun 2016) (E.O. 13693).
- ___ (46) **52.223-21**, Foams (Jun 2016) (E.O. 13696).
- ___ (47) (i) **52.224-3**, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- ___ (ii) **Alternate I** (JAN 2017) of 52.224-3.
- X (48) **52.225-1**, Buy American--Supplies (NOV 2021) (41 U.S.C. chapter 83).
- X (49) (i) **52.225-3**, Buy American--Free Trade Agreements--Israeli Trade Act (NOV 2021) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- ___ (ii) **Alternate I** (JAN 2021) of 52.225-3.
- ___ (iii) **Alternate II** (JAN 2021) of 52.225-3.
- ___ (iv) **Alternate III** (JAN 2021) of 52.225-3.
- X (50) **52.225-5**, Trade Agreements (AUG 2018) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).
- X (51) **52.225-13**, Restrictions on Certain Foreign Purchases (**FEB 2021**) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- ___ (52) **52.225-26**, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- ___ (53) **52.226-4**, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- ___ (54) **52.226-5**, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- ___ (55) **52.229-13** Restrictions on Certain Foreign Purchases (FEB 2021)
- ___ (56) **52.232-29**, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505), 10 U.S.C. 2307(f)).
- ___ (57) **52.232-30**, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- X (58) **52.232-33**, Payment by Electronic Funds Transfer -- System for Award Management (OCT 2018) (31 U.S.C. 3332).
- ___ (59) **52.232-34**, Payment by Electronic Funds Transfer --Other Than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- ___ (60) **52.232-36**, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- ___ (61) **52.239-1**, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- ___ (62) **52.242-5**, Payments to Small Business Subcontractors (JAN 2017) (15 U.S.C. 637(d) (12)).
- ___ (63) (i) **52.247-64**, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021)(46 U.S.C. 55305 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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-22-D-Z247	PAGE 8 OF 17 PAGES
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Form (CONTINUED)

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 products and commercial services:

- ___ (1) **52.222-41**, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67.).
- ___ (2) **52.222-42**, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (3) **52.222-43**, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C.206 and 41 U.S.C. chapter 67).
- ___ (4) **52.222-44**, Fair Labor Standards Act and Service Contract Labor Standards -- Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- ___ (5) **52.222-51**, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (6) **52.222-53**, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- ___ (7) **52.222-55**, Minimum Wages **for Contractor Workers** Under Executive Order **14026 (JAN 2022)**.
- ___ (8) **52.222-62**, Paid Sick Leave under Executive Order 13706 (**JAN 2022**) (E.O. 13706).
- X (9) **52.226-6**, Promoting Excess Food Donation to Nonprofit Organizations. (JUN 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records -- Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, 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 products or commercial services. 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 (NOV 2021) (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

CONTINUED ON NEXT PAGE

Form (CONTINUED)

Developed or Provided by Kaspersky Lab and Other Covered Entities (NOV 2021) (Section 1634 of Pub. L. 115-91).

(iv) 52.2014-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment (NOV 2021) (Section 889(a)(1)(A) of Pub, L 115-232)

(v) 52.219-8, Utilization of Small Business Concerns (OCT 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

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

(xiii) X (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (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 (NOV 2021) (E. O. 12989).

(xvii) 52.222-55, Minimum Wages **for Contractor Workers** Under Executive Order **14026 (JAN 2022)**.

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (**JAN 2022**) (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. (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately-Owned U.S. Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 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 products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-22-D-Z247	PAGE 10 OF 17 PAGES
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Part 12 Clauses (CONTINUED)

52.203-14 DISPLAY OF HOTLINE POSTER (NOV 2021) FAR

(a) Definition.

"United States," as used in this clause, means the 50 States, the District of Columbia, and outlying areas.

(b) Display of fraud hotline poster(s). Except as provided in paragraph (c).

(1) During contract performance in the United States, the Contractor shall prominently display in common work areas within business segments performing work under this contract and at contract work sites.

(i) Any agency fraud hotline poster or Department of Homeland Security (DHS) fraud hotline poster identified in paragraph (b)(3) of this clause; and

(ii) Any DHS fraud hotline poster subsequently identified by the Contracting Officer.

(2) Additionally, if the Contractor maintains a company website as a method of providing information to employees, the Contractor shall display an electronic version of the poster(s) at the website.

(3) Any required posters may be obtained as follows:

Poster(s)	Obtain from
------------------	--------------------

(Contracting Officer shall insert ---

(i) Appropriate agency name(s) and/or title of applicable Department of Homeland Security fraud hotline poster); and

(ii) The website(s) or other contact information for obtaining the poster(s).)

(c) If the Contractor has implemented a business ethics and conduct awareness program, including a reporting mechanism, such as a hotline poster, then the Contractor need not display any agency fraud hotline posters as required in paragraph (b) of this clause, other than any required DHS posters.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts that exceed the threshold specified in Federal Acquisition Regulation 3.1004(b)(1) on the date of subcontract award, except when the subcontract—

(1) Is for the acquisition of a commercial product or commercial service; or

(2) Is performed entirely outside the United States.

(End of clause)

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

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM - BASIC (DEC 2017) DFARS

252.225-7001 BUY AMERICAN AND BALANCE OF PAYMENTS PROGRAM—BASIC (DEC 2017), ALT I (DEC 2017) DFARS

252.225-7002 QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS (DEC 2017) DFARS

252.225-7012 PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES (DEC 2017) DFARS

(a) Definitions. As used in this clause --

"Component" means any item supplied to the Government as part of an end product or of another component.

"End product" means supplies delivered under a line item of this contract.

"Qualifying country" means a country with a reciprocal defense procurement memorandum of understanding or international agreement with

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-22-D-Z247	PAGE 11 OF 17 PAGES
--------------------	--	---------------------

Part 12 Clauses (CONTINUED)

the United States in which both countries agree to remove barriers to purchases of supplies produced in the other country or services performed by sources of the other country, and the memorandum or agreement complies, where applicable, with the requirements of section 36 of the Arms Export Control Act (22 U.S.C. 2776) and with 10 U.S.C. 2457. Accordingly, the following are qualifying countries:

Australia
Austria
Belgium
Canada
Czech Republic
Denmark
Egypt
Estonia
Finland
France
Germany
Greece
Israel
Italy
Japan
Latvia
Luxembourg
Netherlands
Norway
Poland
Portugal
Slovenia
Spain
Sweden
Switzerland
Turkey
United Kingdom of Great Britain and Northern Ireland.

“Structural component of a tent” --

- (i) Means a component that contributes to the form and stability of the tent (e.g., poles, frames, flooring, guy ropes, pegs);
- (ii) Does not include equipment such as heating, cooling, or lighting.

“United States” means the 50 States, the District of Columbia, and outlying areas.

“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) The Contractor shall deliver under this contract only such of the following items, either as end products or components, that have been grown, reprocessed, reused, or produced in the United States:

- (1) Food.
- (2) Clothing and the materials and components thereof, other than sensors, electronics, or other items added to, and not normally associated with, clothing and the materials components thereof. Clothing includes items such as outerwear, headwear, underwear, nightwear, footwear, hosiery, handwear, belts, badges, and insignia.
- (3)(i) Tents and structural components of tents;
 - (ii) Tarpaulins; or
 - (iii) Covers.
- (4) Cotton and other natural fiber products.
- (5) Woven silk or woven silk blends.
- (6) Spun silk yarn for cartridge cloth.

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-22-D-Z247	PAGE 12 OF 17 PAGES
--------------------	--	---------------------

Part 12 Clauses (CONTINUED)

- (7) Synthetic fabric, and coated synthetic fabric, including all textile fibers and yarns that are for use in such fabrics.
 - (8) Canvas products.
 - (9) Wool (whether in the form of fiber or yarn or contained in fabrics, materials, or manufactured articles).
 - (10) Any item of individual equipment (Federal Supply Class 8465) manufactured from or containing fibers, yarns, fabrics, or materials listed in this paragraph (b).
 - (c) This clause does not apply --
 - (1) To items listed in section 25.104(a) of the Federal Acquisition Regulation (FAR), or other items for which the Government has determined that a satisfactory quality and sufficient quantity cannot be acquired as and when needed at U.S. market prices;
 - (2) To incidental amounts of cotton, other natural fibers, or wool incorporated in an end product, for which the estimated value of the cotton, other natural fibers, or wool --
 - (i) Is not more than 10 percent of the total price of the end product; and
 - (ii) Does not exceed the simplified acquisition threshold in FAR Part 2;
 - (3) To waste and byproducts of cotton or wool fiber for use in the production of propellants and explosives;
 - (4) To foods, other than fish, shellfish, or seafood, that have been manufactured or processed in the United States, regardless of where the foods (and any component if applicable) were grown or produced. Fish, shellfish, or seafood manufactured or processed in the United States and fish, shellfish, or seafood contained in foods manufactured or processed in the United States shall be provided in accordance with paragraph (d) of this clause;
 - (5) To chemical warfare protective clothing produced in a qualifying country; or
 - (6) To fibers and yarns that are for use in synthetic fabric or coated synthetic fabric (but does apply to the synthetic or coated synthetic fabric itself), if --
 - (i) The fabric is to be used as a component of an end product that is not a textile product. Examples of textile products, made in whole or in part of fabric, include%
 - (A) Draperies, floor coverings, furnishings, and bedding (Federal Supply Group 72, Household and Commercial Furnishings and Appliances);
 - (B) Items made in whole or in part of fabric in Federal Supply Group 83, Textile/leather/furs/apparel/findings/tents/flags, or Federal Supply Group 84, Clothing, Individual Equipment and Insignia;
 - (C) Upholstered seats (whether for household, office, or other use); and
 - (D) Parachutes (Federal Supply Class 1670); or
 - (ii) The fibers and yarns are para-aramid fibers and continuous filament para-aramid yarns manufactured in a qualifying country.
 - (d)(1) Fish, shellfish, and seafood delivered under this contract, or contained in foods delivered under this contract --
 - (i) Shall be taken from the sea by U.S.-flag vessels; or
 - (ii) If not taken from the sea, shall be obtained from fishing within the United States; and
 - (2) Any processing or manufacturing of the fish, shellfish, or seafood shall be performed on a U.S.-flag vessel or in the United States.
- (End of clause)

52.232-40 PROVIDING ACCELERATED PAYMENTS TO SMALL BUSINESS SUBCONTRACTORS (NOV 2021) 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

CONTINUED ON NEXT PAGE

Part 12 Clauses (CONTINUED)

WAWF home page at <https://wawf.eb.mil/>

(e) *WAWF methods of document submission.* Document submissions may be via web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) *WAWF payment instructions.* The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) *Document type.* The Contractor shall use the following document type(s).

(Contracting Officer: Insert applicable document type(s).)

Note: If a "Combo" document type is identified but not supportable by the Contractor's business systems, an "Invoice" (stand-alone) and "Receiving Report" (stand-alone) document type may be used instead.)

(2) *Inspection/acceptance location.* The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

(Contracting Officer: Insert inspection and acceptance locations or "Not applicable.")

(3) *Document routing.* The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	
Issue By DoDAAC	
Admin DoDAAC	
Inspect By DoDAAC	
Ship To Code	
Ship From Code	
Mark For Code	
Service Approver (DoDAAC)	
Service Acceptor (DoDAAC)	
Accept at Other DoDAAC	
LPO DoDAAC	
DCAA Auditor DoDAAC	
Other DoDAAC(s)	

*(*Contracting Officer: Insert applicable DoDAAC information or "See schedule" if multiple ship to/acceptance locations apply, or "Not applicable.")*

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

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

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

(g) *WAWF point of contact.*

(1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

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

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

(End of clause)

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-22-D-Z247	PAGE 14 OF 17 PAGES
--------------------	--	---------------------

Part 12 Clauses (CONTINUED)

52.233-3 PROTEST AFTER AWARD (AUG 1996) FAR

252.244-7000 SUBCONTRACTS FOR COMMERCIAL ITEMS (OCT 2020) DFARS

252.246-7007 CONTRACTOR COUNTERFEIT ELECTRONIC PART DETECTION AND AVOIDANCE SYSTEM (AUG 2016) DFARS

252.246-7008 SOURCES OF ELECTRONIC PARTS (MAY 2018) DFARS

52.247-34 F.O.B. DESTINATION (NOV 1991) FAR

52.247-60 GUARANTEED SHIPPING CHARACTERISTICS (JAN 2017) FAR

(a) The offeror is requested to complete paragraph (a)(1) of this clause, for each part or component which is packed or packaged separately. This information will be used to determine transportation costs for evaluation purposes. If the offeror does not furnish sufficient data in paragraph (a)(1) of this clause, to permit determination by the Government of the item shipping costs, evaluation will be based on the shipping characteristics submitted by the offeror whose offer produces the highest transportation costs or in the absence thereof, by the Contracting Officer's best estimate of the actual transportation costs. If the item shipping costs, based on the actual shipping characteristics, exceed the item shipping costs used for evaluation purposes, the Contractor agrees that the contract price shall be reduced by an amount equal to the difference between the transportation costs actually incurred, and the costs which would have been incurred if the evaluated shipping characteristics had been accurate.

(1) To be completed by the offeror:

- (i) Type of container: Wood Box ☐ Fiber Box ☐ , Barrel ☐ , Reel ☐ , Drum ☐ , Other (Specify) ;
- (ii) Shipping configuration: Knocked-down ☐ , Set-up ☐ , Nested ☐ , Other (specify) ;
- (iii) Size of container: " (Length), x " (Width), x " (Height) = Cubic Ft;
- (iv) Number of items per container each;
- (v) Gross weight of container and contents Lbs;
- (vi) Palletized/skidded ☐ Yes ☐ No;
- (vii) Number of containers per pallet/skid ;
- (viii) Weight of empty pallet bottom/skid and sides Lbs;
- (ix) Size of pallet/skid and contents Lbs Cube ;
- (x) Number of containers or pallets/skids per railcar *
- (A) Size of railcar
- (B) Type of railcar
- (xi) Number of containers or pallets/skids per trailer *
- (A) Size of trailer Ft
- (B) Type of trailer

* Number of complete units (line item) to be shipped in carrier's equipment.

(2) To be completed by the Government after evaluation but before contract award:

- (i) Rate used in evaluation ;
- (ii) Tender/Tariff ;
- (iii) Item .

(b) The guaranteed shipping characteristics requested in paragraph (a)(1) of this clause do not establish actual transportation requirements, which are specified elsewhere in this solicitation. The guaranteed shipping characteristics will be used only for the purpose of evaluating offers and establishing any liability of the successful offeror for increased transportation costs resulting from actual shipping characteristics which differ from those used for evaluation in accordance with paragraph (a) of this clause.

(End of clause)

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

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-22-D-Z247	PAGE 15 OF 17 PAGES
--------------------	--	---------------------

Part 12 Clauses (CONTINUED)

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 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;

CONTINUED ON NEXT PAGE

CONTINUATION SHEET	REFERENCE NO. OF DOCUMENT BEING CONTINUED: SPE3S1-22-D-Z247	PAGE 16 OF 17 PAGES
--------------------	--	---------------------

Part 12 Clauses (CONTINUED)

- (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 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 are at or below the simplified acquisition threshold in part 2 of the Federal Acquisition Regulation.

(End of clause)

52.249-8 DEFAULT (FIXED-PRICE SUPPLY AND SERVICE) (APR 1984) FAR

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

Attachments

List of Attachments

Description	File Name
ATTACH_Contractor_Sign	SPE3S1-22-D-Z247

CONTINUED ON NEXT PAGE

Attachments (CONTINUED)

Description	File Name
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