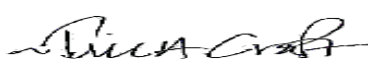


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 35				
2. CONTRACT NO. HDEC05-15-D-0010		3. AWARD/EFFECTIVE DATE 12-Dec-2014		4. ORDER NUMBER		5. SOLICITATION NUMBER HDEC05-14-R-0002		6. SOLICITATION ISSUE DATE 19-Sep-2014		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME HEATHER JARRATT				b. TELEPHONE NUMBER (No Collect Calls)		8. OFFER DUE DATE/LOCAL TIME 12:00 PM 20 Oct 2014		
9. ISSUED BY DEFENSE COMMISSARY AGENCY ENTERPRISE ACQUISITION DIVISION 1300 E AVENUE FORT LEE VA 23801-1800 TEL: FAX: (804) 734-8669		CODE HDEC05		10. THIS ACQUISITION IS <input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100% FOR: <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NAICS: 561990 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$11 MIL						
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING				
15. DELIVER TO DEFENSE COMMISSARY AGENCY STORE OPERATIONS 1300 E AVENUE FORT LEE VA 23801-1800		CODE HQCAAA		16. ADMINISTERED BY SEE ITEM 9						
17a. CONTRACTOR/OFFEROR THOMAS E BLANCHARD & ASSO INC THOMAS BLANCHARD 28632 COUNTY RD 480 MC MILLAN MI 49853-9327 TELEPHONE NO. 906-235-5020		CODE 1YTY9		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-WIDE AREA WORK FLOW DFAS - CVDAAA/CO P.O. BOX 369016 COLUMBUS OH 43236-9016				
<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								
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) \$0.00				
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED		<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED								
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 2 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 type="checkbox"/> 29. AWARD OF CONTRACT: REF. OFFER DATED . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:					
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) JILL A. CRAFT / CONTRACTING OFFICER TEL: 804-734-8000 X 86294 EMAIL: jill.craft@deca.mil			31c. DATE SIGNED 11-Dec-2014		

**SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS
(CONTINUED)**

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

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 <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT <input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL	37. CHECK NUMBER
--	--------------------	---------------------------------	--	------------------

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
------------------------	------------------------	-------------

41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT	42a. RECEIVED BY (<i>Print</i>)		
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER	41c. DATE	42b. RECEIVED AT (<i>Location</i>)	
		42c. DATE REC'D (<i>YY/MM/DD</i>)	42d. TOTAL CONTAINERS

Section SF 1449 - CONTINUATION SHEET

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001	INVENTORY SERVICES - BASE PERIOD FFP WALL TO WALL INVENTORY OF MILITARY COMMISSARY STORE BASE PERFORMANCE PERIOD: Dec. 12, 2014 - Dec. 11, 2015 CONTRACT INVENTORY OF SALES FLOORS, WAREHOUSES, AND STORAGE ROOMS FOR DoD CONUS, ALASKA, HAWAII, PUERTO RICO, & GUAM COMMISSARIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH ALL SUPERVISION, PERSONNEL, SUPPLIES AND EQUIPMENT (EXCLUDING MATERIAL HANDLING EQUIPMENT) NECESSARY TO PERFORM A PHYSICAL WALL-TO-WALL DOLLAR VALUE INVENTORY OF ITEMS SOLD BY COMMISSARIES. SEE ATTACHED PERFORMANCE WORK STATEMENT (PWS). FOB: Destination	181	Each	UNDEFINED	\$0.00
<hr/> MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0002	Enterprise-wide CTR Manpower Reporting FFP	1	Each		NSP

(Note: This CLIN is provided to capture contractor cost for completing the administrative process of reporting) The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Defense Commissary Agency via a secure data collection site for fiscal year 2015. The contractor is required to completely fill in all required fields using the following web address: <http://www.ecmra.mil/>. All data shall be reported NLT October 31, 2015.
 FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001	INVENTORY SERVICES - FIRST OPTION PERIOD FFP	181	Each	UNDEFINED	\$0.00

WALL TO WALL INVENTORY OF MILITARY COMMISSARY STORE
 BASE PERFORMANCE PERIOD: Dec 12, 2015 - Dec 11, 2016 CONTRACT
 INVENTORY OF SALES FLOORS, WAREHOUSES, AND STORAGE
 ROOMS FOR DoD CONUS, ALASKA, HAWAII, PUERTO RICO, & GUAM
 COMMISSARIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO
 FURNISH ALL SUPERVISION, PERSONNEL, SUPPLIES AND
 EQUIPMENT (EXCLUDING MATERIAL HANDLING EQUIPMENT)
 NECESSARY TO PERFORM A PHYSICAL WALL-TO-WALL DOLLAR
 VALUE INVENTORY OF ITEMS SOLD BY COMMISSARIES. SEE
 ATTACHED PERFORMANCE WORK STATEMENT (PWS).
 FOB: Destination

MAX
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1002	Enterprise-wide CTR Manpower Reporting FFP	1	Each		NSP

(Note: This CLIN is provided to capture contractor cost for completing the administrative process of reporting) The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Defense Commissary Agency via a secure data collection site for fiscal year 2016. The contractor is required to completely fill in all required fields using the following web address: <http://www.ecmra.mil/>. All data shall be reported NLT October 31, 2016. FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001	INVENTORY SERVICES -SECOND OPTION PERIOD FFP WALL TO WALL INVENTORY OF MILITARY COMMISSARY STORE BASE PERFORMANCE PERIOD: Dec 12, 2016 - Dec 11, 2017 CONTRACT INVENTORY OF SALES FLOORS, WAREHOUSES, AND STORAGE ROOMS FOR DoD CONUS, ALASKA, HAWAII, PUERTO RICO, & GUAM COMMISSARIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH ALL SUPERVISION, PERSONNEL, SUPPLIES AND EQUIPMENT (EXCLUDING MATERIAL HANDLING EQUIPMENT) NECESSARY TO PERFORM A PHYSICAL WALL-TO-WALL DOLLAR VALUE INVENTORY OF ITEMS SOLD BY COMMISSARIES. SEE ATTACHED PERFORMANCE WORK STATEMENT (PWS). FOB: Destination	181	Each	UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2002	Enterprise-wide CTR Manpower Reporting FFP (Note: This CLIN is provided to capture contractor cost for completing the administrative process of reporting) The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Defense Commissary Agency via a secure data collection site for fiscal year 2017. The contractor is required to completely fill in all required fields using the following web address: http://www.ecmra.mil/ . All data shall be reported NLT October 31, 2017. FOB: Destination	1	Each		NSP
MAX NET AMT					

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001	INVENTORY SERVICES - THIRD OPTION PERIOD FFP WALL TO WALL INVENTORY OF MILITARY COMMISSARY STORE BASE PERFORMANCE PERIOD: Dec 12, 2017 - Dec 11, 2018 CONTRACT INVENTORY OF SALES FLOORS, WAREHOUSES, AND STORAGE ROOMS FOR DoD CONUS, ALASKA, HAWAII, PUERTO RICO, & GUAM COMMISSARIES. THE CONTRACTOR SHALL BE RESPONSIBLE TO FURNISH ALL SUPERVISION, PERSONNEL, SUPPLIES AND EQUIPMENT (EXCLUDING MATERIAL HANDLING EQUIPMENT) NECESSARY TO PERFORM A PHYSICAL WALL-TO-WALL DOLLAR VALUE INVENTORY OF ITEMS SOLD BY COMMISSARIES. SEE ATTACHED PERFORMANCE WORK STATEMENT (PWS). FOB: Destination	181	Each	UNDEFINED	\$0.00
MAX NET AMT					<hr/> \$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3002	Enterprise-wide CTR Manpower Reporting FFP	1	Each		NSP

(Note: This CLIN is provided to capture contractor cost for completing the administrative process of reporting) The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Defense Commissary Agency via a secure data collection site for fiscal year 2018. The contractor is required to completely fill in all required fields using the following web address: <http://www.ecmra.mil/>. All data shall be reported NLT October 31, 2018.
 FOB: Destination

MAX
NET AMT

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001	INVENTORY SERVICES -FOURTH OPTION PERIOD FFP	181	Each	UNDEFINED	\$0.00

WALL TO WALL INVENTORY OF MILITARY COMMISSARY STORE
 BASE PERFORMANCE PERIOD: Dec. 12, 2018 - Sept. 11, 2019
 CONTRACT INVENTORY OF SALES FLOORS, WAREHOUSES, AND
 STORAGE ROOMS FOR DoD CONUS, ALASKA, HAWAII, PUERTO RICO,
 & GUAM COMMISSARIES. THE CONTRACTOR SHALL BE
 RESPONSIBLE TO FURNISH ALL SUPERVISION, PERSONNEL,
 SUPPLIES AND EQUIPMENT (EXCLUDING MATERIAL HANDLING
 EQUIPMENT) NECESSARY TO PERFORM A PHYSICAL WALL-TO-WALL
 DOLLAR VALUE INVENTORY OF ITEMS SOLD BY COMMISSARIES.
 SEE ATTACHED PERFORMANCE WORK STATEMENT (PWS).
 FOB: Destination

MAX
NET AMT

\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4002	Enterprise-wide CTR Manpower Reporting FFP	1	Each		NSP

(Note: This CLIN is provided to capture contractor cost for completing the administrative process of reporting) The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Defense Commissary Agency via a secure data collection site for fiscal year 2019. The contractor is required to completely fill in all required fields using the following web address: <http://www.ecmra.mil/>. All data shall be reported NLT October 31, 2019. FOB: Destination

MAX
NET AMT

ADDENDUM TO 52.212-4

**Addendum to FAR 52.212-4
CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS**

I. CONTRACT TERMS AND CONDITIONS, TASK ORDERS

A. GENERAL INFORMATION

1. Offerors awarded a Firm Fixed Price indefinite delivery/indefinite quantity (IDIQ) task order contract will be given an opportunity to submit a price for inventory service requirements arising for the duration of the performance period, unless contractor requests consideration for only certain areas. In addition, awardees need not be given an opportunity to be considered for a particular order if the contracting officer determines that:
 - a. The agency need for such supplies or services is of such urgency that providing such opportunity would result in unacceptable delays;
 - b. It is necessary to place an order to satisfy a minimum guarantee;
 - c. The situation identified in Paragraph 4 below applies.
2. Offerors are not required to submit a price for every inventory service opportunity; however, negative responses are required.

3. Inventory requirements, including performance date, time, estimated value, Service Contract Labor Standards wage determinations, and other necessary information, will be provided at the time prices are requested. Contractor travel costs are not handled separately. The contractor's unit price must include any related travel costs associated with the performance of inventory services. At the contracting officer's discretion, prices may be submitted and received in verbal, written, facsimile, e-mail, or any other method available.
 4. Accountable inventories are usually performed once a year for each commissary. At times, additional inventories may be required during the same fiscal year. When more than one inventory is required by a commissary during the same fiscal year, a different contractor (other than the contractor that performed the initial or subsequent inventory) must be selected to perform the additional inventory.
 5. To ensure the integrity of the inventory process, the Contractor must have enough personnel to ensure a disinterested party is available for all validation (second) and reconciliation (third) counts. A disinterested party is a person that has no prior knowledge of a specific section count or value. For example, an individual that conducted the initial count of a section can not validate that same section since they have prior knowledge of that section's value. Contractors that use a team leader approach can not have their team leader perform any validation or reconciliation counts because a team leader usually has knowledge of the inventory section counts, and therefore, not a disinterested party.
- B. PRICING OF TASK ORDERS:** Unit prices for inventory services must be expressed in whole cents. Unit prices expressed in tenths or hundredths of cents will be rounded to the nearest whole cent for evaluation and award. **EXTENSIONS IN PRICING WILL BE CORRECTED. UNIT PRICE INDICATED IN RESPONSE TO ANY REQUEST FOR PRICING (and rounded to the nearest whole cent, as applicable) WILL PREVAIL.**
- C. EVALUATION FOR TASK ORDER**
1. Evaluation for award of task orders will be based on Low Price/Technically Acceptable (LPTA) during the contract period. Performance will be approximately equal to price. The Government will award the task orders to the offeror representing the best value to the Government. Individual inventory service performances will be competed amongst the multiple Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract holders as the services are required, and awarded based on the Lowest Price-Technically Acceptable offer.
 2. Each task order for inventory service will contain a performance evaluation to be completed by the Store Director or his/her representative after the completion of the inventory service.
 3. The performance evaluation will contain a rating of the following elements of the service performance: Quality of Service, Timeliness/Schedule, Management, and Management of Key Personnel.
 4. The information contained in these evaluations will be used to create a past performance data bank for consideration in awarding future task orders. If a contractor's recent performance differs significantly from the information in the past performance data bank, the Government reserves the right to use the more current information for future awards. Some situations that may impact future awards

include, but are not limited to, cancelled inventories due to the contractor's inability to perform, adverse reports of performance, trends in performance such as repeated lateness, and/or inability to complete services on time.

5. Prior to award of any order resulting from the pricing request, confirmation of ability to perform at each specific location may be obtained verbally or in writing from the apparent successful offeror for that location.
6. The Government reserves the right to obtain services elsewhere if none of the contractors are available for a performance at a reasonable price.
7. A contractor will not be considered for a commissary inventory if that contractor has already performed an inventory at the same commissary within the same fiscal year.

D. ISSUANCE OF TASK ORDERS

1. Inventory awards will be issued as fixed-priced task orders.
2. Task orders for inventory performance, to the extent practicable, will be issued at least 30 days in advance of the required performance date.
3. Orders may be issued by e-mail, hardcopy, or verbally.
4. Performance dates and times are not subject to change at the request of the contractor; however, the Contracting Officer may agree to changes in extenuating circumstances.

E. MODIFICATIONS TO TASK ORDERS: Reference Paragraph (c): The Government may issue unilateral written administrative modifications that do not affect the substantive rights of the parties. Examples of administrative modifications are corrections in the payment office address or changes to the accounting and appropriation data. The contracting officer may also adjust the contract payment amount in accordance with the contract terms when an inventory exceeds 115% of the estimate listed on the task order, and/or when liquidated damages are assessed.

- II. FAILURE TO PERFORM: Commissaries devote a substantial number of man-hours to prepare for an inventory; therefore, it is important that an inventory be conducted as scheduled. If for any reason a contractor fails to perform an inventory as scheduled, the contractor may be held liable to the Government for the commissary's costs to prepare for that inventory, and potentially for re-procurement costs. Some examples of failure to perform include, but are not limited to, having less than two people to conduct an inventory, contractor team members not being able to gain access to the installation that the commissary is located on, and the contractor not having a disinterested team member to conduct validation counts. Since each commissary inventory involves a different level of effort, the contracting officer will consider the factors surrounding each situation on a case by case basis.

Breach of contract terms is also a failure to perform. An example of a breach is sharing a inventory section count with the person performing the validation count. By signing final inventory documentation and/or submission of an invoice, the delivery order awardee is certifying and making a claim that the effort has been accomplished within the confines of contract terms. Potential false claims may be submitted to authorities to investigate as to whether a violation of the False Claims Act (see 31 U.S.C. 3729-3733) has occurred.

- III. Task Order Ombudsman: In accordance with FAR 16.505(b)(5), the Ombudsman for this contract is:
DEFENSE COMMISSARY AGENCY

DIRECTOR OF ACQUISITION MANAGEMENT
 1300 E AVENUE
 FORT LEE, VA 23801-1800

ADDENDUM TO 52.222-41

I. LABOR POSTER INFORMATION

Clause at 52.222-41, Service Contract Labor Standards, as amended, is applicable to the services performed under this contract. The contractor is responsible for obtaining and posting the following publications available at <http://www.dol.gov/osbp/sbrefa/poster/matrix.htm>:

1. Employee Rights on Government Contracts (WHD Publication 1313)
2. Employee Rights under Fair Labor Standards Act (WHD Publication 1088)
3. Equal Employment Opportunity is the Law (OFCCP 1420)

If you are unable to obtain a copy of the applicable posters at the above web site, please contact the Contract Administrator identified on page one of this award document.

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government
1002	Destination	Government	Destination	Government
2001	Destination	Government	Destination	Government
2002	Destination	Government	Destination	Government
3001	Destination	Government	Destination	Government
3002	Destination	Government	Destination	Government
4001	Destination	Government	Destination	Government
4002	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
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0001	POP 12-DEC-2014 TO 11-DEC-2015	N/A	DEFENSE COMMISSARY AGENCY STORE OPERATIONS 1300 E AVENUE FORT LEE VA 23801-1800 FOB: Destination	HQCAAA
0002	POP 12-DEC-2014 TO 11-DEC-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
1001	POP 12-DEC-2015 TO 11-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
1002	POP 12-DEC-2015 TO 11-DEC-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
2001	POP 12-DEC-2016 TO 11-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
2002	POP 12-DEC-2016 TO 11-DEC-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3001	POP 12-DEC-2017 TO 11-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
3002	POP 12-DEC-2017 TO 11-DEC-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
4001	POP 12-DEC-2018 TO 11-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA
4002	POP 12-DEC-2018 TO 11-SEP-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAAA

CLAUSES INCORPORATED BY REFERENCE

52.203-3	Gratuities	APR 1984
52.203-6 Alt I	Restrictions On Subcontractor Sales To The Government (Sep 2006) -- Alternate I	OCT 1995
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013

52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.212-4	Contract Terms and Conditions--Commercial Items	MAY 2014
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Act Of 1965	MAY 2014
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	MAY 2014
52.222-50	Combating Trafficking in Persons	FEB 2009
52.222-54	Employment Eligibility Verification	AUG 2013
52.223-5 Alt I	Pollution Prevention and Right-to-Know Information (May 2011) Alternate I	MAY 2011
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.232-17	Interest	MAY 2014
52.232-18	Availability Of Funds	APR 1984
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.242-13	Bankruptcy	JUL 1995
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Terrorist Country	MAR 2014
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

CLAUSES INCORPORATED BY FULL TEXT

52.204-4500 INSTALLATION ACCESS REQUIREMENTS (JAN 31 2012)

The contractor shall be responsible for ensuring full compliance with all installation access procedures. Installation access includes, but is not limited to, obtaining applicable installation passes and inspections for vehicles and personnel. Contractor employees may also be subject to background security checks/clearances in order to obtain credentials for passes. Some installations are using programs, such as RAPIDGate, which may result in a cost to the contractor. Any costs associated with such programs or with obtaining passes, will not be reimbursed separately and should be included in the contractor's proposed pricing for the product or services being acquired.

52.211-11 LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000)

(a) If the Contractor fails to deliver the supplies or perform the services within the time specified in this contract, the Contractor shall, in place of actual damages, pay to the Government liquidated damages of \$218.00 per hour of delay.

(b) If the Government terminates this contract in whole or in part under the Default--Fixed-Price Supply and Service clause, the Contractor is liable for liquidated damages accruing until the Government reasonably obtains delivery or performance of similar supplies or services. These liquidated damages are in addition to excess costs of repurchase under the Termination clause.

(c) The Contractor will not be charged with liquidated damages when the delay in delivery or performance is beyond the control and without the fault or negligence of the Contractor as defined in the Default--Fixed-Price Supply and Service clause in this contract.

(End of clause)

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2013-O0019) (JUN 2014)

(a) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (a) 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.

(b) (1) Notwithstanding the requirements of any other clause in this contract, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (b)(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 (Apr 2010) (Pub. L. 110-252, Title VI, Chapter 1 (41 U.S.C. 251 note)).

(ii) 52.219-8, Utilization of Small Business Concerns (Dec 2010) (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 \$650,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(iii) 52.222-17, Nondisplacement of Qualified Workers (Jan 2013) (E.O. 13495). Flow down required in accordance with paragraph (1) of FAR clause 52.222-17.

(iv) 52.222-26, Equal Opportunity (Mar 2007) (E.O. 11246).

(v) 52.222-35, Equal Opportunity for Veterans (Sep 2010) (38 U.S.C. 4212).

(vi) 52.222-36, Affirmative Action for Workers with Disabilities (Oct 2010) (29 U.S.C. 793).

(vii) 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.

(viii) 52.222-41, Service Contract Act of 1965, (Nov 2007), (41 U.S.C. 351, *et seq.*)

(ix) 52.222-50, Combating Trafficking in Persons (Feb 2009) (22 U.S.C. 7104(g)).

_____ Alternate I (Aug 2007) of 52.222-50 (22 U.S.C. 7104(g)).

(x) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (Nov 2007) (41 U.S.C. 351, *et seq.*).

(xi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services--Requirements (Feb 2009) (41 U.S.C. 351, *et seq.*)

(xii) 52.222-54, Employment Eligibility Verification (Jul 2012).

(xiii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations. (Mar 2009) (Pub. L. 110-247). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xiv) 52.247-64, Preference for Privately-Owned U.S.- Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of Clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$200.00, 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 \$25,000;

(2) Any order for a combination of items in excess of \$150,000; or

(3) A series of orders from the same ordering office within 365 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(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) above.

(d) Notwithstanding paragraphs (b) and (c) above, 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 14 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)

52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(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 **6 months from the contract's expiration date**.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within prior to expiration of the contract performance period.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the current contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 calendar days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed **57 months**.

(End of clause)

52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 2014)

In compliance with the Service Contract Labor Standards statute and the regulations of the Secretary of Labor (29 CFR part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

THIS STATEMENT IS FOR INFORMATION ONLY: IT IS NOT A WAGE DETERMINATION

Employee Class Monetary Wage-Fringe Benefits

WG 2/4

GS Locality - Rest of United States (RUS)

<http://www.cpms.osd.mil/Subpage/AFWageSchedules/> (Appropriated Fund Wage Schedules)

21150-Stock Clerk

Locality (County, State)

www.wdol.gov

The applicable wage equivalent will be determined at the issuance of the delivery orders.

(End of clause)

52.222-99 ESTABLISHING A MINIMUM WAGE FOR CONTRACTORS (DEVIATION 2014-O0017) (JUNE 2014)

This clause implements Executive Order 13658, Establishing a Minimum Wage for Contractors, dated February 12, 2014, and OMB Policy Memorandum M-14-09, dated June 12, 2014.

(a) Each service employee, laborer, or mechanic employed in the United States (the 50 States and the District of Columbia) in the performance of this contract by the prime Contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the Contractor and service employee, laborer, or mechanic, shall be paid not less than the applicable minimum wage under Executive Order 13658. The minimum wage required to be paid to each service employee, laborer, or mechanic performing work on this contract between January 1, 2015, and December 31, 2015, shall be \$10.10 per hour.

(b) The Contractor shall adjust the minimum wage paid under this contract each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all service employees, laborers, or mechanics subject to the Executive Order beginning January 1 of the following year. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor website). The applicable published minimum wage is incorporated by reference into this contract.

(c) The Contracting Officer will adjust the contract price or contract unit price under this clause only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Contracting Officer shall consider documentation as to the specific costs and workers impacted in determining the amount of the adjustment.

(d) The Contractor Officer will not adjust the contract price under this clause for any costs other than those identified in paragraph (c) of this clause, and will not provide price adjustments under this clause that result in duplicate price adjustments with the respective clause of this contract implementing the Service Contract Labor Standards statute (formerly known as the Service Contract Act) or the Wage Rate Requirements (Construction) statute (formerly known as the Davis Bacon Act).

(e) The Contractor shall include the substance of this clause, including this paragraph (e) in all subcontracts.

(End of clause)

52.222-4503 CONSOLIDATED WAGE DETERMINATION (FEB 2011)

The DOL wage determinations required for this solicitation and any resulting contract are incorporated by reference with full force and effect as required by FAR 52.222-41, Service Contract Act of 1965, as Amended (for commercial items see FAR 52.212-5, Contract Terms and Conditions Required to Implement Statutes or Executive Orders - Commercial Items, paragraph (c)(1)). The applicable wage determinations are listed in the attached consolidated wage determination. If there is any discrepancy between the consolidated wage determination and the DOL wage determination, the DOL wage determination shall prevail. Copies of the applicable wage determinations are available at www.wdol.gov. If you are unable to obtain a copy of the WD from this site, please contact the issuing office identified in Block 9 of the SF 1449 or Block 7 of the SF 33.

52.228-4500 LIABILITY TO THIRD PERSONS (APR 1997)

The contractor shall be responsible for and hold the Government harmless from all claims on the part of persons not a party to this contract for personal injury, death, and property loss or damage caused in whole or in part by the fault or negligence of the contractor, his officers, agents, or employees in the performance of work under this contract.

52.228-4501 VEHICLE OPERATION AND INSURANCE (DEC 2001)

a. All private-owned and Contractor-owned vehicles shall be properly licensed, insured and safety inspected in accordance with applicable federal, state and local regulations. The following automotive liability coverage is required:

(1) For Contractor-owned vehicles: Bodily injury \$200,000 per person, \$500,000 per occurrence; property damage \$20,000 per occurrence.

(2) For privately-owned vehicles: Bodily injury and property damage insurance meeting requirements of state in which vehicle is registered.

b. Vehicles licensed or registered in a state which requires a mechanical safety inspection must display a valid inspection sticker.

c. All vehicles operating at the installation are subject to the installation traffic code, copies of which are available in the office of the installation Provost Marshal.

52.228-4502 OTHER INSURANCE REQUIREMENTS (OCT 1995)

The contractor shall procure and maintain during the entire period of performance under this contract the following minimum insurance and shall furnish a certificate upon request by the Contracting Officer:

(1) Workmen's Compensation: As required by law of the APPLICABLE State.

(2) Employer's Liability: \$100,000

(3) Comprehensive General Liability: \$500,000 each occurrence.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil/>

<https://www.acquisition.gov/comp/far/index.html>

<http://www.acq.osd.mil/dpap/dars/dfarspgi/current/index.html>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any Defense Federal Acquisition Regulation Supplement (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued December 12, 2014 through September 11, 2019.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered ``issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered ``issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when--

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(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).

Invoice (2-in-1)

(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.

Enterprise Acquisition Division (HDEC05)

(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	HQ0131
Issue By DoDAAC	HDEC05
Admin DoDAAC	HDEC05
Inspect By DoDAAC	HDEC05
Ship To Code	_____
Ship From Code	_____
Mark For Code	_____
Service Approver (DoDAAC)	HDEC05
Service Acceptor (DoDAAC)	HDEC05
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 email address identified below in the “Send Additional Email Notifications” field of WAWF once a document is submitted in the system.
Katyca.cathright@deca.mil
Heather.jarratt@deca.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.

KaTyca Cathright
 Contract Specialist
 (804)734-8000 ext. 48812

(Contracting Officer: Insert applicable information or “Not applicable.”)

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

(End of clause)

FOIA NOTICE

**IMPORTANT INFORMATION
 FREEDOM OF INFORMATION ACT (FOIA)**

Upon award of this contract, the Agency intends to make public the total contract award amount, as well as any awarded individual contract line item pricing (CLIN or Sub-CLIN), within the Agency’s electronic reading room located at www.commissaries.com and on the Government Point of Entry (GPE) www.fbo.gov .

Unexercised Option year prices will not be published.

This action is taken to ensure contract award information is available to the general public pursuant to the President’s January 21, 2009 memorandum regarding the Freedom of Information Act.

Be advised that the contract(s) resulting from this solicitation will be posted at two distinct points during the procurement cycle:

1. **RECENT CONTRACT AWARDS:** The first posting will take place immediately after the contracts are awarded and will contain only the base year pricing.

2. **HISTORICAL PRICING:** The second posting will take place when it is time for re-solicitation of an existing contract and will contain all CLIN and Sub-CLIN prices for the base period and all exercised options from the contract(s) under re-solicitation.

PERFORMANCE WORK STATEMENT
PERFORMANCE WORK STATEMENT
FOR
DOLLAR VALUE INVENTORY
(REVISED SEPTEMBER 23, 2014)

1. **GENERAL:** The Contractor is required to perform a dollar value inventory of items sold in a Department of Defense (DoD) Commissary (military grocery store). The Contractor shall be responsible for providing all supervision, personnel, supplies, equipment (excluding material handling equipment (MHE) and safety ladders, which the Government will provide), and any other items necessary to perform the inventory. Unless otherwise specified, the term "Contractor" refers to all Contractor personnel who participate in the inventory process. Unless otherwise specified, the terms "Government" and "Government Representative" refer to any Government employee whom the Store Director or Manager authorizes to participate in the inventory process. To ensure the integrity of the inventory process, the Contractor must have enough personnel to ensure a disinterested party is available for validation and reconciliation counts. This means that an inventory can never be conducted by less than two people, or no less than three people if the team leader approach is used (because a team leader usually has knowledge of the inventory section counts, and therefore, not a disinterested party). Commissary representatives may provide contractor personnel with the proper forms to document the inventory. Automated Inventory documents are available in DeCA's public folder, under "Store Library", Inventory Information, and Inventory Tools.

a. The Contractor shall inventory those items that the Government classifies as Grocery Department excluding tobacco and contractor owned inventory, i.e., Deli, Bakery, Fish items. It is the Government's responsibility — not the Contractor's responsibility — to clearly and correctly identify the items that the Contractor is required to count/value as part of this inventory. Areas to be inventoried may include any or all of the following: the sales area, perishable and non-perishable storage rooms, processing and/or preparation rooms, contiguous and remote warehouses, and distribution centers (collectively referred to hereafter as "warehouse/back up storage area.").

b. The Contractor and team leader(s) shall have a minimum of 6 months experience performing inventories in commissaries, grocery distribution centers, or retail supermarkets. The Government estimates that Contractor personnel should, on average, count \$100,000 of inventory value per 8-hour shift. In projecting staffing required to satisfactorily perform this inventory, the Contractor shall consider this Government estimate of Contractor productivity, the Government's estimated value of inventory, the requirement to perform validation (second) counts, and the time period allowed to complete inventory, and shall provide sufficient staffing to complete the inventory in the time specified elsewhere in this contract. For the purposes of this contract, the Contractor is considered to have completed the inventory when the Contractor has finished initial counts of all sections that the Government has identified, and all validation (second) and reconciliation (third) counts required, and has provided the values of all of these counts to the Government, all in accordance with procedures described in paragraphs 3 and 4.

c. The Government's estimate of the dollar value of inventory indicated in the Request for Quotes(RFQ) and the contract is accurate within +/- 15% of the actual value at time of inventory. In instances where the estimate is +15% of the actual value of inventory, then the Government will adjust the award amount accordingly.

d. The Contractor is not required to perform a pre-inventory site visit. However, the Contractor must contact the Store Director at least 2 weeks prior to the performance date to coordinate arrival time, to ensure that any

installation access requirements are met and to discuss any other matters pertinent to this inventory. Since this area can affect a contractor's past performance rating, the contractor shall record the date and time that they contacted the commissary's designated representative that is listed on Standard Form 1449. If a contractor has problems contacting the commissary's designated representative, he/she should contact the contracting office for assistance. When the contractor contacts the commissary, the contractor must also provide the commissary with any required information about their personnel so they can be cleared for access to the installation.

e. The Government will provide, on the day the inventory is to be conducted, the most current diagram showing areas to be inventoried which indicates the department and section number assignments, and that indicates which sections are sales area, and which are warehouse/back up storage area. If desired by the contractor, the Government will provide the Contractor with DeCA Form 40-55 (Inventory Control Log) annotated with department and section designations that correspond to the diagram. (Column number references throughout this PWS are to various columns on the Inventory Control Log.) The Government will identify sales area sections and warehouse/back up storage area sections on separate sets of Inventory Control Logs. These Inventory Control Logs must contain no information that will give the Contractor any advance knowledge of sections selected for validation.

f. Immediately prior to the start of the contract inventory count, a Government representative will orally brief contractor personnel on safety and security concerns, on the location of break rooms, restrooms, and smoking areas, and on any other matters considered pertinent to performance of the inventory. A Government representative will conduct a "walk-through" of the commissary facility(s) with the Contractor, using the inventory diagram, to review inventory preparation and to identify unique or unusual facility characteristics. In the space provided on the Inventory Certification, DeCA Form 40-106, the Contractor shall sign to indicate that the Government has provided this "walk-through," and may opt to comment on this form to indicate the Contractor's estimate of the state of preparedness observed.

g. The Contractor shall conduct a dollar value inventory, by means of automated or mechanical devices, of all sections identified by the Government as within the scope of the Contractor's responsibility. As described in paragraph 4., the Contractor shall do a second count of sections that the Government has selected for validation. After the successful completion of the inventory, but prior to the completion of the inventory dollar value certificate – if directed by the Government – shall perform a reconciliation (third) count of any section for which the difference between the initial Contractor count and the validation (second) count exceeds the 10% variance stated in paragraph 4.f. This count will be used in determining the overall dollar value of the inventory.

h. Neither the Commissary, nor the Contractor, is authorized to change inventory performance dates/times without concurrence from the area office, the resale accounting branch office and the contracting officer. To initiate a change in performance dates/times, the Commissary or Contractor shall submit a request to the contracting officer for approval at least 30 days prior, unless circumstances do not permit, to the original dates/times established in the contract. If any delays occur on the day of the inventory (i.e. delays due to base entry procedures or contractor problems), the commissary must annotate this in the remarks section of the Dollar Value Inventory Certification form (DeCA Form 40-106), and notify the region and contracting officer of the situation.

2. **GOVERNMENT RESPONSIBILITIES:** The Government will prepare the commissary for the inventory process. All preparations described below will be completed in sufficient time to allow the Contractor to proceed with the inventory count without any delay. The inventory control log maintained by the Government is the "official inventory log." Annotate all pages of this Inventory Log as "Official Government Inventory Control Log."

a. Divide commissary merchandise into numbered sections, as follows.

(1) Use Section numbers 001 through 019 to identify Sections in the Produce Department and section numbers 020-049 to identify sections in the Meat Department. Tobacco and Contractor-owned Bakery/Deli/Fish operations are NOT included in this contract and will not be assigned sections.

for product stored on pallets. The government is not required to level or otherwise organize dump bins and other types of displays that are not typically stacked evenly or uniformly.

d. Weigh any bulk items such as candy, coffee, cookies, etc., and will indicate weights and price per pound on the packages so that this information is readily available to the Contractor.

e. Determine the value of collections of dissimilar items or misplaced items by totaling the prices of the individual items and by posting such totals on or near items, supported by a calculator tape. The value of these items will be posted only to section 50 of the Inventory Control Log.

f. Indicate either by posting a label or tag on cases or pallets: the tie and tier of pallet lots, the unit or pound pack per case, the number of units and prices of contents of "open and broken" cases or containers. Provide information that may assist the Contractor in correctly identifying and making an accurate valuation of merchandise. In providing this assistance to the Contractor, the Government will NOT provide information that undermines the independence of the Contractor's valuation. For instance, the Government may record that pallet tie = 15, that there are 5 tiers, that case pack is 24 (if not clear from information on outside of case), and that price per unit is \$0.79; BUT MUST NOT DO ANY OF THE CALCULATIONS NECESSARY TO ARRIVE AT THE VALUE OF THIS MERCHANDISE. Such calculations must be left to the Contractor. "Open or Broken" cases refers to situations in which items are in original shipping containers, but the seal has been broken or the quantity indicated on outside of container, e.g., 18 cans of fruit cocktail in original case that shows unit pack of 24, etc. Items are "mixed" either if items are in a container other than the original item shipping container, e.g., cans of peas in a case that shows item description for catsup, or in milk crates, etc.--OR—if there are two or more items in a case or other container, e.g., 6 cans of peas and 6 cans of corn and 6 cans of baked beans in the case in which corn was originally shipped, or in a milk crate or other container, etc.

g. Personnel will be available throughout the inventory period to identify product, to locate or clarify designation of sections, to verify/provide missing prices, and to operate material handling equipment. As a minimum, one point of sale hand held will be made available for checking prices in the sales area and back up areas. One register for every 10 registers will be placed in training mode to be used for price checks.

h. Limit except for emergency repairs the scheduling of non inventory work in the sales and back up areas during the entire scheduled time of the inventory i.e. do not allow scrubbing/waxing floors, shelf stocking, display building etc.

i. DeCA reserves the right to have a 3rd party validation by individual UPC item for the validation sections. This third party validation would be in addition to the accountable inventory contractor's validation. Where a discrepancy of more than 2% occurs between the two contractors, the accountable inventory contractor will be provided the contradictory information and will be provided up to one hour to reconcile the discrepancy at the UPC item level. If the error is the fault of the third party validator, the accountable inventory contractor will be paid for the additional time at a rate equal to the wage determination rate multiplied by the time expended. If the accountable inventory contractor is in error, the overall count should be changed and the third count accepted. The error will not show in the overall count, however, the error will be included in the inventory validation results. The accountable inventory contractor will not be paid any additional amount when the accountable inventory is in error. The severity and frequency of inventory errors will be taken into consideration regarding overall contractor performance.

3. **CONTRACTOR RESPONSIBILITIES:** With the exception of validation (second) counts and reconciliation (third) counts, discussed in paragraph 4, the Contractor shall perform all counts independently. The Contractor is not to accept any inventory dollar amounts from the government except as noted in section 2 e above, these counts will only be posted to section 50 or 300. Immediately upon completion of an initial section count, Contractor personnel shall identify the section as being counted with a tag or other indicator i.e., making of section ID tag, but shall not post the Section value at the physical Section location. As soon as possible after completing a Section count, the Contractor shall either record the dollar value of the section LEGIBLY IN INK, in column 2 of the Inventory Control Log, or provide/show the Government an automated Inventory Control Log that shows

Section value. The Contractor shall begin providing section totals to the government not later than two hours after the inventory count begins, and shall continue to provide Section totals as soon as possible after Section counts are completed, until the Contractor has counted all sections and has provided all Section values to the Government. As a minimum, after 20 sections have been provided to the Government, the Contractor will reconcile their inventory control log with the Government's official inventory control log. This is a continuous reconciliation process with both the Contractor and Government arriving at one fully reconciled dollar value for each section and one equal inventory grand total. The first or third validation counts, if accomplished, will be used to calculate the total inventory value.

a. Upon completing a count of any area in which the Contractor has to move merchandise from its original location to get an accurate count, the Contractor shall return such merchandise to its original location.

b. The Contractor shall determine the value of bulk items that the Government has weighed by calculating poundage times price per pound. The Contractor shall determine the value of random weight items that are processed or packaged, and that are stored in boxes or on trays, by counting the value of each package, if total tray or case value or weight is not available, or by calculating total case weight times price per pound, if total case weight is available. In determining the value of collections of dissimilar items that the Government has counted, the Contractor may accept the total shown on the calculator tape that the Government has used to determine the value of these items.

4. **VALIDATION:** The Government will advise the Contractor of the sections that require validation after the Contractor has completed the initial count, posted the section value to their inventory control log and provided the section value to the Government. A Government representative will observe validation counts. All computations of percentages will only be carried out to two places past the decimal point, i.e., 1.99, 2.01, the third decimal place will not be used in determining pass/fail of section validation. To assist you in determining the number of validations required, an automated spreadsheet named "Master Inventory Control" is available in DeCA's public folder, under "Store Library", Inventory Information, and Inventory Tools, see the Validation tab in the excel workbook. To document compliance with the validation process, contracting provides the commissary a "Log for Validations" when the delivery order is originally distributed. The Log for Validations will be completed by the commissary to reflect the name of the individual that conducted the initial count of the validated sections, the name of the individual that performed each validation, and the name of the Government representative that observed the validation counts.

The Sample Size Is:	And, the Inventory Results are Based on the Following:			If Inventory Results are Inconclusive:	Total Sample Size	Exceptions	Decision	
	Exceptions 2 or more	→	Inventory results are invalid					
5	1	→	Results are Inconclusive	→	10	2 or more	→	Inventory results
	0	→	Results are valid			1 or less	→	Inventory results
8	3 or more	→	Inventory results are invalid		16	4 or more	→	Inventory results
	1 or 2	→	Results are inconclusive	→		Expand sample size by (+8)	→	
	0	→	Results are valid			3 or less	→	Inventory results
13	4 or more	→	Inventory results are invalid		26	5 or more	→	Inventory results
	2 or 3	→	Results are inconclusive	→		Expand sample size by (+13)	→	
	1 or less	→	Results are valid			4 or less	→	Inventory results

	5 or more	→	Inventory results are invalid							
20	3 or 4	→	Results are inconclusive	→	Expand sample size by (+20)	→	40	7 or more	→	Inventory results
	2 or less	→	Results are valid					6 or less	→	Inventory results
	7 or more	→	Inventory results are invalid							
32	4, 5 or 6	→	Results are inconclusive	→	Expand sample size by (+32)	→	64	9 or more	→	Inventory results
	3 or less	→	Results are valid					8 or less	→	Inventory results

a. The selection of validation sections must be a cross section of all areas inventoried. Do not select more than two validations in the same common group. When possible, attempt to validate every inventory counter.

b. The Government will select the total number of validation sections needed as specified in Attachment 1-6. For instance, if the Government identifies a total of 198 sections in the sales area and 66 sections in the warehouse/back up storage area, for a total 264 sections, the total number of validation sections for the inventory is 20, the Sample Size shown on the Table above for section range of 151-280. The Government will identify TWICE the number of validation sections indicated in the Sample Size column (in this example--2x20=40), in the event that it becomes necessary to expand the sample size, a process described in paragraph 4e. below. The first set of validations MUST be completed and posted to the Official Inventory Control Log before a decision can be made to increase the sample size.

c. The Government will select sections for validation on the sales floor and in the warehouse/back up storage area roughly in proportion to the number of sections identified in each of those areas. In this example, 198/264 =75% of sections are in the sales area, and the remaining 66/264=25% of sections are in the warehouse/back up storage area. The Government should therefore select about $20 \times 0.75 = 15$ sections for validation in the sales area, and about $20 \times 0.25 = 5$ sections for validation in the warehouse/back up storage area.

d. Once the requirements of paragraph 4 have been completed, the Government advises the Contractor to accomplish a validation (second count). The validation may not be performed by the individual who accomplished the initial count or by any individual who has knowledge of the section dollar value.

e. If, after comparing the values of the initial and validation counts of a section, the Government determines that a validation count in either the sales area or in the warehouse/back up storage area is less than +/- 2.0% of the Contractor's initial count, the Contractor's initial count is acceptable. For instance, if value of initial count is \$2489.93, and value of validation count is \$2526.88, the difference is \$36.95. $\$36.95 / \$2489.93 = 1.48\%$. In this and similar situations, the Contractor's initial count is acceptable. ($[\text{Difference of initial count and validation count}] / \text{initial count} = \text{variance percentage}$)

f. If, after comparing the values of the initial and validation counts of a section, the Government determines that the difference between these two values is +/-2.0% or greater, the Government will assess the Contractor's initial count/valuation of the section as an "Exception." For instance, if value of initial count is \$2489.93, and value of validation count is \$2349.66, the difference is \$140.27. $\$140.27 / \$2489.93 = 5.63\%$. The Government will assess the Contractor's initial count/valuation of this section as an "Exception" by annotating "EX" in Column 6 of the Inventory Control Log opposite the appropriate section number.

g. Numbers of exceptions and actions that correspond to each number of exceptions are shown in the validation Table above. Using the example described above that calls for an initial sample size of 20 validation sections, the following may result:

(1) Should the Government assess 2 or fewer of the 20 validations as Exceptions, the inventory results are valid. No further validation action is necessary.

(2) Should the Government assess 5 or more of the 20 validations as Exceptions, the inventory results are invalid. The Government will stop the inventory at whatever point in the inventory process the Government has assessed 5 validations as Exceptions. The commissary must then immediately notify the region and contracting officer of the situation. The Contracting Officer will ultimately make a determination whether or not the Contractor is entitled to any compensation under the contract.

(3) Should the Government assess 3 or 4 of the 20 validations as Exceptions, the inventory results are inconclusive. The Government will expand the sample at whatever point in the inventory process the Government has assessed 3 or 4 validations as Exceptions. The expanded sample requires validation of up to an additional 20 sections. Validation procedures for these additional 20 sections are the same as those described in paragraphs c. and d. above. Using the example described above that calls for an expanded sample of 20 validation sections (40 validation sections in all), the following may result:

(a) Should the Government assess a total of 6 or fewer of the 40 validations as Exceptions, the inventory results are valid. No further validation action is necessary.

(b) Should the Government assess a total of 7 or more of the 40 validations as Exceptions, the inventory results are invalid. The Government will stop the inventory at whatever point in the inventory process the Government has assessed 7 validations as Exceptions. The commissary must then immediately notify the region and contracting officer of the situation. The Contracting Officer will ultimately make a determination whether or not the Contractor is entitled to any compensation under the contract.

h. Once the Government has accepted the inventory. The Government may direct the Contractor to perform a third count with a Government observer of any validation section with a variance of equal to or greater than +/- 10% of any previous counts. The results of the 2nd validation will be posted to column 7 of the Inventory Control Log and used to calculate the overall inventory dollar value.

5. REPORT OF INVENTORY CERTIFICATION:

a. Government personnel shall complete the automated Dollar Value Inventory Certification (DeCA Form 40-106) at completion of the inventory and prior to departure from the commissary. The Store Director and the Contractor will review the criteria described on the certification form, following which each will sign the certification form in order to verify the accuracy of the DeCA Form 40-106 and section logs.

b. The Store Director will provide copies of the Inventory Certification and Inventory Control Log (automated) DeCA 40-55 as follows:

(1) At the completion of the inventory, provide one copy of the Official Inventory Control Logs and Inventory Certification to the Contractor.

(2) The "original" official inventory control logs DeCA 40-55 and Inventory Certification DeCA 40-106 will be maintained at the Commissary and scanned into DERMAS within two calendar days of the completion of the inventory. The layout drawings will be stored by the Commissary but not scanned into DERMAS.

c. No later than two working days after completion of the inventory, the Contractor shall send their original Dollar Value Inventory Certification DeCA 40-106, and their DeCA Form 40-55, Inventory Control Log(s), by e-mail or fax, with the following information:

By E-mail: InventoryDocs@deca.mil
Subject: Store Name_Current FY_Inventory Certification
Body: Contractor Company Name and Point of Contact

By Fax: 804-734-8009 (pause) (pause) 78878

d. No later than two working days after completion of the inventory, the Store Director shall e-mail the automated Commissary Inventory Performance Evaluation form to InventoryDocs@deca.mil. The E-mail Subject should be: Store Name_Current FY_Commissary Performance Evaluation.

e. The signed Dollar Value Inventory Certification and the Inventory Control Logs confirm the inventory service was received by the commissary. The contract administrator at HQ DeCA, Contracting Business Unit, will review the signed Dollar Value Inventory Certification and document acceptance and receipt of the service in the Wide Area Work Flow system. The commissary is not required to process any receiving reports for this contract.

6. PAYMENT

a. **PAYMENT AMOUNT:** After a service is accepted, the contractor will be paid at the amount listed on the task order. Inventory task orders are issued as fixed price orders based on the estimated quantities provided and the contractor's proposed price. The Government's estimate of the dollar value of inventory indicated in the task order is considered accurate within +/- 15% of the actual value at time of inventory. Therefore, as long as the actual inventory amount does not exceed 115% of the estimate, the inventory will be paid at the fixed price rate of the task order. If the actual inventory amount is less than 100% of the inventory estimate (no matter by how much), the contractor will be paid at the fixed price rate of the task order. The contract payment may only be adjusted in two scenarios, when the inventory exceeds 115% of the inventory estimate, and/or when liquidated damages are assessed because a contractor fails to complete the inventory within the time specified in the task order. Payment can also be adjusted to \$0 for a contractor failure.

b. **INVENTORY EXCEEDING 115% OF ESTIMATE:** If an inventory amount exceeds 115% of the inventory estimate listed on the task order, the contractor will be paid for the additional inventory over 115% of the original estimate. The excess inventory amount will be paid at the unit price listed in the task order (per one thousands dollars of inventory over 115% of the estimated amount).

c. **PAYMENT PROCESSING:** After the contractor submits a proper electronic invoice via WAWF, the contract administrator at HQ DeCA, Acquisition Management Directorate, will use the signed Dollar Value Inventory Certification and the Inventory Control Logs to confirm performance of the inventory. After confirming performance of the inventory and receiving the contractor's electronic invoice via WAWF, the contract administrator will then document acceptance and receipt of the service in WAWF. After all the items are properly submitted, the contract payment will be processed via DFAS electronically.

7. CONTRACTOR LIABILITY:

LIQUIDATED DAMAGES: If the Contractor fails to complete the inventory within the time specified in the task order, the Contracting Officer may assess liquidated damages. For the rate of liquidated damages, see Clause 52.211-11, LIQUIDATED DAMAGES--SUPPLIES, SERVICES, OR RESEARCH AND DEVELOPMENT (SEP 2000).

8. ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING:

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Defense Commissary Agency (DeCA) via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address:

<http://www.ecmra.mil/>.

Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later October 31 of each calendar year, beginning with 2013. Contractors may direct questions to the help desk at:

<http://www.ecmra.mil/>.

9. CELL PHONES AND/OR PERSONAL DEVICES:

Personal cell phone use is prohibited during the actual time inventory is being conducted. To include the use of mp3 Players, Bluetooth earpieces, and all other personal electronic devices. Contractors shall not access data stored in inventory machines or other inventory recorded data while using a telecommunication device during a break, meal period or any other time unless the communication is with DeCA contracting office personnel. Inventory contractors must remain vigilant to ensure the integrity of a clean validation count where the person validating has no knowledge of the first count. One way to maintain a sanitized inventory process is to abstain from the appearance of a possibility that inventory values could have been shared with the person validating. Inventory validity is a crucial element of the inventory process and contractor failure to ensure the integrity of a sanitized process may result in a termination for cause of both the delivery order and contract.

If an emergency arises during the process of inventory, the Contractor Supervisor as well as Commissary Store Director should be notified immediately by the Contractor's employee.

DEFINITIONS

Bulk items—Refers to items that are not sold in standard count/weight packages, and for which a patron may determine the exact amount of the item she or he wishes to purchase. Some examples of bulk items are candy or coffee or cookies that are sold by the pound or by the piece—a patron may purchase one ounce/piece or 100 ounces/pieces of these items—at a patron's discretion.

Collections of dissimilar items; e.g., misplaced or damaged items—Because patrons sometimes select items and do not return these items to the shelf or display locations designated for these items, commissary personnel have to collect these items and eventually return these items to proper locations. To the extent that the Government has such collections of dissimilar items on hand at time of inventory, the government is responsible for determining the total value of collected items, and for providing these values to the Contractor. Additionally, the Government has to include these collections in section 50 or 300.

Consecutively—Means that the Government will not skip a number or numbers when assigning section numbers, and also that the Government will—to the extent feasible—identify sections that are adjacent or physically close to one another in numerical sequence.

Dollar value inventory—Refers to an inventory in which value of merchandise is determined as item price x quantity, without reference to or recording description of items counted/valued.

Exception—Refers to a situation in which the value of a Contractor’s initial counts of a section and the Contractor’s validation (second) count of a section differ by more than a variance established by the Government. In such cases, the Government charges the Contractor with an exception, and annotates “EX” opposite the appropriate section number on the Inventory Control Log.

Grocery Department, Meat Department, and Produce Department—Refers to designations that the Government uses to classify and account for items sold in commissaries. Items classified as “meat” are principally fresh and smoked beef, lamb, pork, and veal processed into retail cuts in the commissary. Items classified as “produce” are principally fresh fruits and vegetables. All items except those classified as “meat” and “produce” items are classified as “grocery” items. “Grocery” items include items that physically are a type of meat, such as packaged lunch meats, bacon, sausage, canned hams, and poultry products.

Initial count—Refers to the Contractor’s first count/valuation of a section. Unless validation of a section count/valuation calls the initial count into question, the initial count determines the value of a section reported in total inventory value.

Inventory Control Log (DeCA Form 40-55)—The administrative mechanism that the Government and contractor uses to manage the inventory process. The Government and contractor both record section numbers on their respective log. As the Contractor provides initial count, validation count or reconciliation count section values to the Government, the Government records these section values in the appropriate columns of this log, performs computations relating to section values as necessary, records differences in section dollar values and percentage differences in the appropriate columns of this log, and also records any exception that the Government charges to the Contractor in this log. This log is the official detailed record of inventory value.

Mass display area, end cap, rack, front-end merchandisers, and shippers—Refer to various types of displays/display areas that might be found in a commissary. These are considered to be “off-shelf” displays, as opposed to items displayed on shelving that borders the aisles in a commissary. To the extent that these various types of “off shelf” displays contain merchandise that the Contractor is required to count, the Government has to include these “off shelf” displays in sections, assign section numbers, etc., as the Government is responsible for doing for any other merchandise that the Contractor is required to count during inventory.

Material handling equipment (MHE)—Refers to manually operated or powered equipment such as forklifts, pallet jacks, etc., that the Government provides and operates to assist the Contractor during conduct of inventory.

Performance date—Refers to the date specified in the task order on which the Contractor has agreed to conduct inventory, and on which date the Government will be prepared for inventory as described in the PWS.

Performance time—Refers to the period of time specified in the task order during which the Contractor has agreed to conduct and complete inventory. The Contractor is required to be present at the site of the inventory and ready to perform at the specified start time. The Contractor is required to have completed inventory no later than the specified end time.

Reconciliation (third) count—Refers to the Contractor’s count/valuation of a section—witnessed by a Government observer-- for which the difference between the initial and validation counts exceeds a variance established by the Government. Whenever a reconciliation count/valuation is done, the value determined becomes the value of a section that is reported in total inventory value.

Sales area—Refers to that portion of a commissary in which items are displayed principally by individual units readily available for sale to patrons, although a commissary may also have some items in case lot quantities in the sales area.

Section—Refers to a physical division of items that the Contractor is required to count/value that the Government uses to manage the inventory process.

Section number—Refers to the means that the Government uses to identify the various physical divisions of items to be counted/valued. The ranges of section numbers that the Government will use are specified in the PWS.

Tobacco products—Refers to cigarettes, cigars, chewing tobacco and snuff products. Tobacco products are classified as grocery Department items, but the Contractor is not required to count/value tobacco products during inventory. The term “tobacco products” DOES NOT include smoking cessation items, such as Nicorette, etc., nor does it include items such as cigarette lighters or matches. Smoking cessation items and such items as cigarette lighters and matches are included as part of the inventory.

Validation (second) count—Refers to the Contractor’s count/valuation of a validation section—witnessed by a Government observer--which is compared to the initial Contractor count of the section to assess the accuracy of the Contractor’s count/valuation.

Validation section—Refers to a section selected by the Government for which the Contractor is required to do a second count/valuation that is compared to the initial Contractor count of the section to assess the accuracy of the Contractor’s count/valuation.

Variance—Refers to the percentage of difference between a Contractor’s initial count/valuation of a section and validation count/valuation of a section that the Government allows before charging the Contractor with an exception.

Warehouse/back up storage area—Refers to that portion/those portions of a commissary in which items are held principally in case lot quantities not readily available for sale to patrons, although a commissary may also have some items in individual units in the warehouse/back up storage area. Sub-areas of the warehouse/back up storage area may include refrigerated or non-refrigerated storage areas, a “salvage” area in which a commissary holds/processes damaged items, a “sensitive item control area” in which a commissary holds high value items, or other areas used for processing/preparation of items for sale.

ATTACHMENTS & EXHIBITS

ATTACHMENTS

1. PERFORMANCE WORK STATEMENT FOR DOLLAR VALUE INVENTORY (REVISED SEPTEMBER 23, 2014)
2. INVENTORY SERVICES PERFORMANCE EVALUATION
3. EVALUATION OF COMMISSARY INVENTORY PROCEDURES
4. LIST OF COMMISSRY LOCATIONS

EXHIBITS

1. DOLLAR VALUE INVENTORY
DECA FORM 40-106
2. INVENTORY CONTROL LOG
DECA FORM 40-55
3. LOG FOR VALIDATIONS

