


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 69				
2. CONTRACT NO. HDEC0520D0003		3. AWARD/EFFECTIVE DATE 18-Mar-2020		4. ORDER NUMBER		5. SOLICITATION NUMBER HDEC0520R0002		6. SOLICITATION ISSUE DATE 20-Dec-2019		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME JASON M. REEDY				b. TELEPHONE NUMBER (No Collect Calls) 804-734-8000 EXT 49815		8. OFFER DUE DATE/LOCAL TIME 04:00 PM 23 Jan 2020		
9. ISSUED BY DEFENSE COMMISSARY AGENCY ENTERPRISE ACQUISITION DIVISION 1300 E AVENUE FORT LEE VA 23801-1800  TEL: FAX:		CODE HDEC05		10. THIS ACQUISITION IS <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: 561990  SIZE STANDARD: \$12,000,000		
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input checked="" type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO  <b>SEE SCHEDULE</b>		CODE		16. ADMINISTERED BY  <b>SEE ITEM 9</b>		CODE				
17a. CONTRACTOR/OFFEROR RETAIL SERVICES WIS CORPORATION WIS INTERNATIONAL TOM DEANE 9265 SKY PARK CT STE 100 SAN DIEGO CA 92123-4375 TELEPHONE NO. 610-630-5623		CODE 89K79		FACILITY CODE		18a. PAYMENT WILL BE MADE BY DFAS-WIDE AREA WORK FLOW DFAS - CVDAAA/CO P.O. BOX 369016 COLUMBUS OH 43236-9016		CODE HQ0131		
<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
		<b>SEE SCHEDULE</b>								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only)  <b>\$895,000.00 EST</b>				
<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 type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 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 17-Mar-2020		

**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><b>SEE SCHEDULE</b></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
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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
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38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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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	SKU-Based Inventory Services FFP SKU-based Inventory Services for DeCA military commissaries worldwide. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Base Performance Period: April 1, 2020 through March 31, 2021	UNDEFINED		UNDEFINED	\$0.00
				MAX NET AMT	\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AA	East Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the East Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Base Performance Period: March 18, 2020 through February 28, 2021  FOB: Destination R799	168,000	Each	\$1.00	\$168,000.00 EST
				MAX NET AMT	\$168,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AB	Central Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the Central Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Base Performance Period: March 18, 2020 through February 28, 2021  FOB: Destination R799	161,000	Each	\$1.00	\$161,000.00 EST
MAX NET AMT					\$161,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AC	West Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the West Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Base Performance Period: March 18, 2020 through February 28, 2021  FOB: Destination R799	210,000	Each	\$1.00	\$210,000.00 EST
MAX NET AMT					\$210,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AD	Pacific Area (CONUS) Services FFP SKU-based Inventory Services for DeCA military commissaries in the Pacific (CONUS) Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Base Performance Period: March 18, 2020 through February 28, 2021  FOB: Destination R799	56,000	Each	\$1.00	\$56,000.00 EST
MAX NET AMT					\$56,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AE	Pacific Area (OCONUS) Services FFP SKU-based Inventory Services for DeCA military commissaries in the Pacific Area (OCONUS). Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Base Performance Period: March 18, 2020 through February 28, 2021  FOB: Destination R799	150,000	Each	\$1.00	\$150,000.00 EST
MAX NET AMT					\$150,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
0001AF	Europe Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the Europe Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Base Performance Period: March 18, 2020 through February 28, 2021  FOB: Destination R799	150,000	Each	\$1.00	\$150,000.00 EST
MAX NET AMT					\$150,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	SKU-Based Inventory Services FFP SKU-based Inventory Services for DeCA military commissaries worldwide. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. First Option Performance Period: March 1, 2021 through February 28, 2022	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001AA OPTION	East Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the East Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. First Option Performance Period: March 1, 2021 through February 28, 2022  FOB: Destination R799	172,000	Each	\$1.00	\$172,000.00 EST
					MAX NET AMT
					\$172,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001AB OPTION	Central Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the Central Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. First Option Performance Period: March 1, 2021 through February 28, 2022  FOB: Destination R799	165,000	Each	\$1.00	\$165,000.00 EST
					MAX NET AMT
					\$165,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001AC OPTION	West Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the West Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. First Option Performance Period: March 1, 2021 through February 28, 2022  FOB: Destination R799	215,000	Each	\$1.00	\$215,000.00 EST

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MAX NET AMT	\$215,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001AD OPTION	Pacific Area (CONUS) Services FFP SKU-based Inventory Services for DeCA military commissaries in the Pacific (CONUS) Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. First Option Performance Period: March 1, 2021 through February 28, 2022  FOB: Destination R799	56,000	Each	\$1.00	\$56,000.00 EST

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MAX NET AMT	\$56,000.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001AE OPTION	Pacific Area (OCONUS) Services FFP SKU-based Inventory Services for DeCA military commissaries in the Pacific Area (OCONUS). Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. First Option Performance Period: March 1, 2021 through February 28, 2022  FOB: Destination R799	154,000	Each	\$1.00	\$154,000.00 EST
MAX NET AMT					\$154,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001AF OPTION	Europe Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the Europe Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. First Option Performance Period: March 1, 2021 through February 28, 2022  FOB: Destination R799	154,000	Each	\$1.00	\$154,000.00 EST
MAX NET AMT					\$154,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	SKU-Based Inventory Services FFP SKU-based Inventory Services for DeCA military commissaries worldwide. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Second Option Performance Period: March 1, 2022 through February 28, 2023	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AA OPTION	East Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the East Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Second Option Performance Period: March 1, 2022 through February 28, 2023  FOB: Destination R799	176,000	Each	\$1.00	\$176,000.00 EST
MAX NET AMT					\$176,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AB OPTION	Central Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the Central Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Second Option Performance Period: March 1, 2022 through February 28, 2023  FOB: Destination R799	169,000	Each	\$1.00	\$169,000.00 EST
MAX NET AMT					\$169,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AC OPTION	West Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the West Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Second Option Performance Period: March 1, 2022 through February 28, 2023  FOB: Destination R799	220,000	Each	\$1.00	\$220,000.00 EST
MAX NET AMT					\$220,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AD OPTION	Pacific Area (CONUS) Services FFP SKU-based Inventory Services for DeCA military commissaries in the Pacific (CONUS) Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Second Option Performance Period: March 1, 2022 through February 28, 2023  FOB: Destination R799	57,000	Each	\$1.00	\$57,000.00 EST
MAX NET AMT					\$57,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AE OPTION	Pacific Area (OCONUS) Services FFP SKU-based Inventory Services for DeCA military commissaries in the Pacific Area (OCONUS). Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Second Option Performance Period: March 1, 2022 through February 28, 2023  FOB: Destination R799	158,000	Each	\$1.00	\$158,000.00 EST
MAX NET AMT					\$158,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001AF OPTION	Europe Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the Europe Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Second Option Performance Period: March 1, 2022 through February 28, 2023  FOB: Destination R799	158,000	Each	\$1.00	\$158,000.00 EST
MAX NET AMT					\$158,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	SKU-Based Inventory Services FFP SKU-based Inventory Services for DeCA military commissaries worldwide. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Third Option Performance Period: March 1, 2023 through February 29, 2024	UNDEFINED		UNDEFINED	\$0.00
MAX NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001AA OPTION	East Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the East Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Third Option Performance Period: March 1, 2023 through February 29, 2024  FOB: Destination R799	180,000	Each	\$1.00	\$180,000.00 EST
MAX NET AMT					\$180,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001AB OPTION	Central Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the Central Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Third Option Performance Period: March 1, 2023 through February 29, 2024  FOB: Destination R799	173,000	Each	\$1.00	\$173,000.00 EST
MAX NET AMT					\$173,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001AC OPTION	West Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the West Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Third Option Performance Period: March 1, 2023 through February 29, 2024  FOB: Destination R799	225,000	Each	\$1.00	\$225,000.00 EST
					<hr/> MAX NET AMT
					\$225,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001AD OPTION	Pacific Area (CONUS) Services FFP SKU-based Inventory Services for DeCA military commissaries in the Pacific (CONUS) Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Third Option Performance Period: March 1, 2023 through February 29, 2024  FOB: Destination R799	58,000	Each	\$1.00	\$58,000.00 EST
					<hr/> MAX NET AMT
					\$58,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001AE OPTION	Pacific Area (OCONUS) Services FFP SKU-based Inventory Services for DeCA military commissaries in the Pacific Area (OCONUS). Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Third Option Performance Period: March 1, 2023 through February 29, 2024  FOB: Destination R799	162,000	Each	\$1.00	\$162,000.00 EST
MAX NET AMT					\$162,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001AF OPTION	Europe Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the Europe Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Third Option Performance Period: March 1, 2023 through February 29, 2024  FOB: Destination R799	162,000	Each	\$1.00	\$162,000.00 EST
MAX NET AMT					\$162,000.00 (EST.)



ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	SKU-Based Inventory Services FFP SKU-based Inventory Services for DeCA military commissaries worldwide. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Fourth Option Performance Period: March 1, 2024 through February 28, 2025	UNDEFINED		UNDEFINED	\$0.00 EST
MAX NET AMT					\$0.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001AA OPTION	East Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the East Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Fourth Option Performance Period: March 1, 2024 through February 28, 2025  FOB: Destination R799	184,000	Each	\$1.00	\$184,000.00 EST
MAX NET AMT					\$184,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001AB OPTION	Central Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the Central Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Fourth Option Performance Period: March 1, 2024 through February 28, 2025  FOB: Destination R799	177,000	Each	\$1.00	\$177,000.00 EST
MAX NET AMT					\$177,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001AC OPTION	West Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the West Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Fourth Option Performance Period: March 1, 2024 through February 28, 2025  FOB: Destination R799	230,000	Each	\$1.00	\$230,000.00 EST
MAX NET AMT					\$230,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001AD OPTION	Pacific Area (CONUS) Services FFP SKU-based Inventory Services for DeCA military commissaries in the Pacific (CONUS) Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Fourth Option Performance Period: March 1, 2024 through February 28, 2025  FOB: Destination R799	59,000	Each	\$1.00	\$59,000.00 EST
					MAX NET AMT
					\$59,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001AE OPTION	Pacific Area (OCONUS) Services FFP SKU-based Inventory Services for DeCA military commissaries in the Pacific Area (OCONUS). Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Fourth Option Performance Period: March 1, 2024 through February 28, 2025  FOB: Destination R799	166,000	Each	\$1.00	\$166,000.00 EST
					MAX NET AMT
					\$166,000.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001AF OPTION	Europe Area Services FFP SKU-based Inventory Services for DeCA military commissaries in the Europe Area. Contractor shall perform SKU-based Inventory Services in accordance with the Statement of Work (SOW) and all terms and conditions in this contract. Fourth Option Performance Period: March 1, 2024 through February 28, 2025  FOB: Destination R799	166,000	Each	\$1.00	\$166,000.00 EST
				MAX NET AMT	\$166,000.00 (EST.)

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
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2018
52.204-13	System for Award Management Maintenance	OCT 2018
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.204-23	Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities.	JUL 2018
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015

52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	OCT 2018
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2018
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-41	Service Contract Labor Standards	AUG 2018
52.222-43	Fair Labor Standards Act And Service Contract Labor Standards - Price Adjustment (Multiple Year And Option Contracts)	AUG 2018
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-54	Employment Eligibility Verification	OCT 2015
52.222-55	Minimum Wages Under Executive Order 13658	DEC 2015
52.222-62	Paid Sick Leave Under Executive Order 13706	JAN 2017
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
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	OCT 2018
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
252.203-7003	Agency Office of the Inspector General	AUG 2019
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	DEC 2019
252.204-7015	Notice of Authorized Disclosure of Information for Litigation Support	MAY 2016
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991

252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	MAY 2019
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.225-7012	Preference For Certain Domestic Commodities	DEC 2017
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	APR 2019
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	DEC 2018
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
252.247-7003	Pass-Through of Motor Carrier Fuel Surcharge Adjustment To The Cost Bearer	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.

## CLAUSES INCORPORATED BY FULL TEXT

FAR Clause 52.212-4, Contract Terms and Conditions-Commercial Items (MAY 2018) applies to this acquisition along with the following Addendum:

Addendum to 52.212-4, Contract Terms and Conditions – Commercial Items:

The following paragraphs are altered or added:

- (c) Changes: The government may issue unilateral written 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.

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS—COMMERCIAL ITEMS (DEVIATION 2018-O0021) (JAN 2020)

(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 clauses of 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 (Oct 2015) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2019) (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 \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

(vii) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(viii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

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

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

(xi) 52.222-37, Employment Reports on Veterans (FEB 2016) (38 U.S.C. 4212).

(xii) 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.

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

(xiv)(A) 52.222-50, Combating Trafficking in Persons (Mar 2015) (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 and E.O. 13627).

(xv) 52.222-51, Exemption from Application of the Service Contract Act to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-53, Exemption from Application of the Service Contract Act to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvii) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xviii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xix) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xx)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxi) 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).

(xxii) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.



(xxiii) 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 \$1,000.00 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 \$100,000.00;

(2) Any order for a combination of items in excess of \$1,000,000.00; or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in paragraph (b)(1) or (2) of this section.

(c) If this is a requirements contract (*i.e.*, includes the Requirements clause at subsection [52.216-21](#) of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs(b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 5 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 September 30, 2025

(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 prior to the end of the contract.

(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 within 25 days of the end of the performance period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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 60 months.

(End of clause)

52.219-9 SMALL BUSINESS SUBCONTRACTING PLAN (DEVIATION 2018-00018) (AUG 2018)

(a) This clause does not apply to small business concerns.

(b) Definitions. As used in this clause -

“Alaska Native Corporation (ANC)” means any Regional Corporation, Village Corporation, Urban Corporation, or Group Corporation organized under the laws of the State of Alaska in accordance with the Alaska Native Claims Settlement Act, as amended ([43 U.S.C. 1601](#), et seq.) and which is considered a minority and economically disadvantaged concern under the criteria at [43 U.S.C. 1626\(e\)\(1\)](#). This definition also includes ANC direct and indirect subsidiary corporations, joint ventures, and partnerships that meet the requirements of [43 U.S.C. 1626\(e\)\(2\)](#).

“Commercial item” means a product or service that satisfies the definition of commercial item in section [2.101](#) of the Federal Acquisition Regulation.

“Commercial plan” means a subcontracting plan (including goals) that covers the offeror’s fiscal year and that applies to the entire production of commercial items sold by either the entire company or a portion thereof (e.g., division, plant, or product line).

“Electronic Subcontracting Reporting System (eSRS)” means the Governmentwide, electronic, web-based system for small business subcontracting program reporting. The eSRS is located at <http://www.esrs.gov>.

“Indian tribe” means any Indian tribe, band, group, pueblo, or community, including native villages and native groups (including corporations organized by Kenai, Juneau, Sitka, and Kodiak) as defined in the Alaska Native Claims Settlement Act ([43 U.S.C.A. 1601](#) et seq.), that is recognized by the Federal Government as eligible for services from the Bureau of Indian Affairs in accordance with [25 U.S.C. 1452\(e\)](#). This definition also includes Indian-owned economic enterprises that meet the requirements of [25 U.S.C. 1452\(e\)](#).

“Individual contract plan” means a subcontracting plan that covers the entire contract period (including option periods), applies to a specific contract, and has goals that are based on the offeror’s planned subcontracting in support of the specific contract, except that indirect costs incurred for common or joint purposes may be allocated on a prorated basis to the contract.

“Master plan” means a subcontracting plan that contains all the required elements of an individual contract plan, except goals, and may be incorporated into individual contract plans, provided the master plan has been approved.

“Subcontract” means any agreement (other than one involving an employer-employee relationship) entered into by a Federal Government prime Contractor or subcontractor calling for supplies or services required for performance of the contract or subcontract.

(c) The offeror, upon request by the Contracting Officer, shall submit and negotiate a subcontracting plan, where applicable, that separately addresses subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business concerns, small disadvantaged business, and

women-owned small business concerns. If the offeror is submitting an individual contract plan, the plan must separately address subcontracting with small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns, with a separate part for the basic contract and separate parts for each option (if any). The plan shall be included in and made a part of the resultant contract. The subcontracting plan shall be negotiated within the time specified by the Contracting Officer. Failure to submit and negotiate the subcontracting plan shall make the offeror ineligible for award of a contract.

(d) The Offeror's subcontracting plan shall include the following:

(1) Goals, expressed in terms of percentages of total planned subcontracting dollars, for the use of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns as subcontractors. The offeror shall include all sub-contracts that contribute to contract performance, and may include a proportionate share of products and services that are normally allocated as indirect costs. In accordance with [43 U.S.C. 1626](#):

(i) Subcontracts awarded to an ANC or Indian tribe shall be counted towards the subcontracting goals for small business and small disadvantaged business (SDB) concerns, regardless of the size or Small Business Administration certification status of the ANC or Indian tribe.

(ii) Where one or more subcontractors are in the subcontract tier between the prime contractor and the ANC or Indian tribe, the ANC or Indian tribe shall designate the appropriate contractor(s) to count the subcontract towards its small business and small disadvantaged business subcontracting goals.

(A) In most cases, the appropriate Contractor is the Contractor that awarded the subcontract to the ANC or Indian tribe.

(B) If the ANC or Indian tribe designates more than one Contractor to count the subcontract toward its goals, the ANC or Indian tribe shall designate only a portion of the total subcontract award to each Contractor. The sum of the amounts designated to various Contractors cannot exceed the total value of the subcontract.

(C) The ANC or Indian tribe shall give a copy of the written designation to the Contracting Officer, the prime Contractor, and the subcontractors in between the prime Contractor and the ANC or Indian tribe within 30 days of the date of the subcontract award.

(D) If the Contracting Officer does not receive a copy of the ANC's or the Indian tribe's written designation within 30 days of the subcontract award, the Contractor that awarded the subcontract to the ANC or Indian tribe will be considered the designated Contractor.

(2) A statement of—

(i) Total dollars planned to be subcontracted for an individual contract plan; or the offeror's total projected sales, expressed in dollars, and the total value of projected subcontracts to support the sales for a commercial plan;

(ii) Total dollars planned to be subcontracted to small business concerns (including ANC and Indian tribes);

(iii) Total dollars planned to be subcontracted to veteran-owned small business concerns;

(iv) Total dollars planned to be subcontracted to service-disabled veteran-owned small business;

- (v) Total dollars planned to be subcontracted to HUBZone small business concerns;
  - (vi) Total dollars planned to be subcontracted to small disadvantaged business concerns (including ANCs and Indian tribes); and
  - (vii) Total dollars planned to be subcontracted to women-owned small business concerns.
- (3) A description of the principal types of supplies and services to be subcontracted, and an identification of the types planned for subcontracting to—
- (i) Small business concerns;
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns; and
  - (vi) Women-owned small business concerns.
- (4) A description of the method used to develop the subcontracting goals in paragraph (d)(1) of this clause.
- (5) A description of the method used to identify potential sources for solicitation purposes (e.g., existing company source lists, the System for Award Management (SAM), veterans service organizations, the National Minority Purchasing Council Vendor Information Service, the Research and Information Division of the Minority Business Development Agency in the Department of Commerce, or small, HUBZone, small disadvantaged, and women-owned small business trade associations). A firm may rely on the information contained in SAM as an accurate representation of a concern's size and ownership characteristics for the purposes of maintaining a small, veteran-owned small, service-disabled veteran-owned small, HUBZone small, small disadvantaged, and women-owned small business source list. Use of SAM as its source list does not relieve a firm of its responsibilities (e.g., outreach, assistance, counseling, or publicizing subcontracting opportunities) in this clause.
- (6) A statement as to whether or not the offeror included indirect costs in establishing subcontracting goals, and a description of the method used to determine the proportionate share of indirect costs to be incurred with—
- (i) Small business concerns (including ANC and Indian tribes);
  - (ii) Veteran-owned small business concerns;
  - (iii) Service-disabled veteran-owned small business concerns;
  - (iv) HUBZone small business concerns;
  - (v) Small disadvantaged business concerns (including ANC and Indian tribes); and
  - (vi) Women-owned small business concerns.

(7) The name of the individual employed by the offeror who will administer the offeror's subcontracting program, and a description of the duties of the individual.

(8) A description of the efforts the offeror will make to assure that small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns have an equitable opportunity to compete for subcontracts.

(9) Assurances that the offeror will include the clause of this contract entitled "Utilization of Small Business Concerns" in all subcontracts that offer further subcontracting opportunities, and that the offeror will require all subcontractors (except small business concerns) that receive subcontracts in excess of \$700,000 (\$1.5 million for construction of any public facility) with further subcontracting possibilities to adopt a subcontracting plan that complies with the requirements of this clause.

(10) Assurances that the offeror will—

(i) Cooperate in any studies or surveys as may be required;

(ii) Submit periodic reports so that the Government can determine the extent of compliance by the offeror with the subcontracting plan;

(iii) Submit the Individual Subcontract Report (ISR) and/or the Summary Subcontract Report (SSR), in accordance with paragraph (1) of this clause using the Electronic Subcontracting Reporting System (eSRS) at <http://www.esrs.gov>. The reports shall provide information on subcontract awards to small business concerns (including ANCs and Indian tribes that are not small businesses), veteran-owned small business concerns, service-disabled veteran-owned small business concerns, HUBZone small business concerns, small disadvantaged business concerns (including ANCs and Indian tribes that have not been certified by the Small Business Administration as small disadvantaged businesses), women-owned small business concerns, and for NASA only, Historically Black Colleges and Universities and Minority Institutions. Reporting shall be in accordance with this clause;

(iv) Ensure that its subcontractors with subcontracting plans agree to submit the ISR and/or the SSR using eSRS;

(v) Provide its prime contract number, its unique entity identifier, and the e-mail address of the offeror's official responsible for acknowledging receipt of or rejecting the ISRs, to all first-tier subcontractors with subcontracting plans so they can enter this information into the eSRS when submitting their ISRs; and

(vi) Require that each subcontractor with a subcontracting plan provide the prime contract number, its own unique entity identifier, and the e-mail address of the subcontractor's official responsible for acknowledging receipt of or rejecting the ISRs, to its subcontractors with subcontracting plans.

(11) A description of the types of records that will be maintained concerning procedures that have been adopted to comply with the requirements and goals in the plan, including establishing source lists; and a description of the offeror's efforts to locate small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns and award subcontracts to them. The records shall include at least the following (on a plant-wide or company-wide basis, unless otherwise indicated):

(i) Source lists (e.g., SAM), guides, and other data that identify small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns.

(ii) Organizations contacted in an attempt to locate sources that are small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, or women-owned small business concerns.

(iii) Records on each subcontract solicitation resulting in an award of more than the simplified acquisition threshold, indicating -

(A) Whether small business concerns were solicited and, if not, why not;

(B) Whether veteran-owned small business concerns were solicited and, if not, why not;

(C) Whether service-disabled veteran-owned small business concerns were solicited and, if not, why not;

(D) Whether HUBZone small business concerns were solicited and, if not, why not;

(E) Whether small disadvantaged business concerns were solicited and, if not, why not;

(F) Whether women-owned small business concerns were solicited and, if not, why not; and

(G) If applicable, the reason award was not made to a small business concern.

(iv) Records of any outreach efforts to contact—

(A) Trade associations;

(B) Business development organizations;

(C) Conferences and trade fairs to locate small, HUBZone small, small disadvantaged, and women-owned small business sources; and

(D) Veterans service organizations.

(v) Records of internal guidance and encouragement provided to buyers through—

(A) Workshops, seminars, training, etc.; and

(B) Monitoring performance to evaluate compliance with the program's requirements.

(vi) On a contract-by-contract basis, records to support award data submitted by the offeror to the Government, including the name, address, and business size of each subcontractor. Contractors having commercial plans need not comply with this requirement.

(12) Assurances that the Offeror will make a good faith effort to acquire articles, equipment, supplies, services, or materials, or obtain the performance of construction work from the small business concerns that it used in preparing the bid or proposal, in the same or greater scope, amount, and quality used in preparing and submitting the bid or proposal. Responding to a request for a quote does not constitute use in preparing a bid or proposal. The Offeror used a small business concern in preparing the bid or proposal if--

- (i) The Offeror identifies the small business concern as a subcontractor in the bid or proposal or associated small business subcontracting plan, to furnish certain supplies or perform a portion of the subcontract; or
- (ii) The Offeror used the small business concern's pricing or cost information or technical expertise in preparing the bid or proposal, where there is written evidence of an intent or understanding that the small business concern will be awarded a subcontract for the related work if the Offeror is awarded the contract.
- (13) Assurances that the Contractor will provide the Contracting Officer with a written explanation if the Contractor fails to acquire articles, equipment, supplies, services or materials or obtain the performance of construction work as described in (d)(12) of this clause. This written explanation must be submitted to the Contracting Officer within 30 days of contract completion.
- (14) Assurances that the Contractor will not prohibit a subcontractor from discussing with the Contracting Officer any material matter pertaining to payment to or utilization of a subcontractor.
- (15) Assurances that the offeror will pay its small business subcontractors on time and in accordance with the terms and conditions of the underlying subcontract, and notify the contracting officer when the prime contractor makes either a reduced or an untimely payment to a small business subcontractor (see 52.242-5).
- (e) In order to effectively implement this plan to the extent consistent with efficient contract performance, the Contractor shall perform the following functions:
- (1) Assist small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns by arranging solicitations, time for the preparation of bids, quantities, specifications, and delivery schedules so as to facilitate the participation by such concerns. Where the Contractor's lists of potential small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business subcontractors are excessively long, reasonable effort shall be made to give all such small business concerns an opportunity to compete over a period of time.
- (2) Provide adequate and timely consideration of the potentialities of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business concerns in all "make-or-buy" decisions.
- (3) Counsel and discuss subcontracting opportunities with representatives of small business, veteran-owned small business, service-disabled veteran-owned small business, HUBZone small business, small disadvantaged business, and women-owned small business firms.
- (4) Confirm that a subcontractor representing itself as a HUBZone small business concern is identified as a certified HUBZone small business concern by accessing the SAM database or by contacting SBA.
- (5) Provide notice to subcontractors concerning penalties and remedies for misrepresentations of business status as small, veteran-owned small business, HUBZone small, small disadvantaged, or women-owned small business for the purpose of obtaining a subcontract that is to be included as part or all of a goal contained in the Contractor's subcontracting plan.
- (6) For all competitive subcontracts over the simplified acquisition threshold in which a small business concern received a small business preference, upon determination of the successful subcontract offeror, the Contractor must inform each unsuccessful small business subcontract offeror in writing of the name and location of the apparent successful offeror prior to award of the contract.



(f) A master plan on a plant or division-wide basis that contains all the elements required by paragraph (d) of this clause, except goals, may be incorporated by reference as a part of the subcontracting plan required of the offeror by this clause; provided—

(1) The master plan has been approved;

(2) The offeror ensures that the master plan is updated as necessary and provides copies of the approved master plan, including evidence of its approval, to the Contracting Officer; and

(3) Goals and any deviations from the master plan deemed necessary by the Contracting Officer to satisfy the requirements of this contract are set forth in the individual subcontracting plan.

(g) A commercial plan is the preferred type of subcontracting plan for contractors furnishing commercial items. The commercial plan shall relate to the offeror's planned subcontracting generally, for both commercial and Government business, rather than solely to the Government contract. Once the Contractor's commercial plan has been approved, the Government will not require another subcontracting plan from the same Contractor while the plan remains in effect, as long as the product or service being provided by the Contractor continues to meet the definition of a commercial item. A Contractor with a commercial plan shall comply with the reporting requirements stated in paragraph (d)(10) of this clause by submitting one SSR in eSRS for all contracts covered by its commercial plan. This report shall be acknowledged or rejected in eSRS by the Contracting Officer who approved the plan. This report shall be submitted within 30 days after the end of the Government's fiscal year.

(h) Prior compliance of the offeror with other such subcontracting plans under previous contracts will be considered by the Contracting Officer in determining the responsibility of the offeror for award of the contract.

(i) A contract may have no more than one plan. When a modification meets the criteria in [19.702](#) for a plan, or an option is exercised, the goals associated with the modification or option shall be added to those in the existing subcontract plan.

(j) Subcontracting plans are not required from subcontractors when the prime contract contains the clause at [52.212-5](#), Contract Terms and Conditions Required to Implement Statutes or Executive Orders—Commercial Items, or when the subcontractor provides a commercial item subject to the clause at [52.244-6](#), Subcontracts for Commercial Items, under a prime contract.

(k) The failure of the Contractor or subcontractor to comply in good faith with—

(1) The clause of this contract entitled "Utilization Of Small Business Concerns;" or

(2) An approved plan required by this clause, shall be a material breach of the contract.

(l) The Contractor shall submit ISRs and SSRs using the web-based eSRS at <http://www.esrs.gov>. Purchases from a corporation, company, or subdivision that is an affiliate of the prime Contractor or subcontractor are not included in these reports. Subcontract award data reported by prime Contractors and subcontractors shall be limited to awards made to their immediate next-tier subcontractors. Credit cannot be taken for awards made to lower tier subcontractors, unless the Contractor or subcontractor has been designated to receive a small business or small disadvantaged business credit from an ANC or Indian Tribe. Only subcontracts involving performance in the United States or its outlying areas should be included in these reports.

(1) ISR. This report is not required for commercial plans. The report is required for each contract containing an individual subcontract plan.

(i) The report shall be submitted semi-annually during contract performance for the periods ending March 31 and September 30. A report is also required for each contract within 30 days of contract completion. Reports are due 30 days after the close of each reporting period, unless otherwise directed by the Contracting Officer. Reports are required when due, regardless of whether there has been any subcontracting activity since the inception of the contract or the previous reporting period.

(ii) When a subcontracting plan contains separate goals for the basic contract and each option, as prescribed by FAR [19.704\(c\)](#), the dollar goal inserted on this report shall be the sum of the base period through the current option; for example, for a report submitted after the second option is exercised, the dollar goal would be the sum of the goals for the basic contract, the first option, and the second option.

(iii) The authority to acknowledge receipt or reject the ISR resides—

(A) In the case of the prime Contractor, with the Contracting Officer; and

(B) In the case of a subcontract with a subcontracting plan, with the entity that awarded the subcontract.

(2) SSR.

(i) Reports submitted under individual contract plans—

(A) This report encompasses all subcontracting under prime contracts and subcontracts with the awarding agency, regardless of the dollar value of the subcontracts.

(B) The report may be submitted on a corporate, company or subdivision (e.g. plant or division operating as a separate profit center) basis.

(C) If a prime Contractor and/or subcontractor is performing work for more than one executive agency, a separate report shall be submitted to each executive agency covering only that agency's contracts, provided at least one of that agency's contracts is over \$700,000 (over \$1.5 million for construction of a public facility) and contains a subcontracting plan. For DoD, a consolidated report shall be submitted for all contracts awarded by military departments/agencies and/or subcontracts awarded by DoD prime Contractors.

(D) The consolidated SSR shall be submitted annually for the twelve month period ending September 30. The report is due 30 days after the close of each reporting period.

(E) Subcontract awards that are related to work for more than one executive agency shall be appropriately allocated.

(F) The authority to acknowledge or reject SSRs in eSRS, including SSRs submitted by subcontractors with subcontracting plans, resides with the Government agency awarding the prime contracts unless stated otherwise in the contract.

(ii) Reports submitted under a commercial plan—

(A) The report shall include all subcontract awards under the commercial plan in effect during the Government's fiscal year.

(B) The report shall be submitted annually, within thirty days after the end of the Government's fiscal year.

(C) If a Contractor has a commercial plan and is performing work for more than one executive agency, the Contractor shall specify the percentage of dollars attributable to each agency from which contracts for commercial items were received.

(D) The authority to acknowledge or reject SSRs for commercial plans resides with the Contracting Officer who approved the commercial plan.

(End of clause)

#### 52.219-28 POST-AWARD SMALL BUSINESS PROGRAM REREPRESENTATION (JULY 2013)

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

Long-term contract means a contract of more than five years in duration, including options. However, the term does not include contracts that exceed five years in duration because the period of performance has been extended for a cumulative period not to exceed six months under the clause at 52.217-8, Option to Extend Services, or other appropriate authority.

Small business concern means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (c) of this clause. Such a concern is "not dominant in its field of operation" when it does not exercise a controlling or major influence on a national basis in a kind of business activity in which a number of business concerns are primarily engaged. In determining whether dominance exists, consideration shall be given to all appropriate factors, including volume of business, number of employees, financial resources, competitive status or position, ownership or control of materials, processes, patents, license agreements, facilities, sales territory, and nature of business activity.

(b) If the Contractor represented that it was a small business concern prior to award of this contract, the Contractor shall rerepresent its size status according to paragraph (e) of this clause or, if applicable, paragraph (g) of this clause, upon the occurrence of any of the following:

(1) Within 30 days after execution of a novation agreement or within 30 days after modification of the contract to include this clause, if the novation agreement was executed prior to inclusion of this clause in the contract.

(2) Within 30 days after a merger or acquisition that does not require a novation or within 30 days after modification of the contract to include this clause, if the merger or acquisition occurred prior to inclusion of this clause in the contract.

(3) For long-term contracts--

- (i) Within 60 to 120 days prior to the end of the fifth year of the contract; and
- (ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.
- (c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.
- (d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.
- (e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.
- (f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.
- (g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( X ) is not a small business concern under NAICS Code 561990- assigned to contract number HDEC05-20-D-0003.

(Contractor to sign and date and insert authorized signer's name and title).

(End of clause)

## 52.222-35 EQUAL OPPORTUNITY FOR VETERANS (OCT 2015)

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

``Active duty wartime or campaign badge veteran," ``Armed Forces service medal veteran," ``disabled veteran," ``protected veteran," ``qualified disabled veteran," and ``recently separated veteran" have the meanings given at FAR 22.1301.

(b) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-300.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified protected veterans, and requires affirmative action by the Contractor to employ and advance in employment qualified protected veterans.

(c) Subcontracts. The Contractor shall insert the terms of this clause in subcontracts of \$150,000 or more unless exempted by rules, regulations, or orders of the Secretary of Labor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(End of clause)

#### 52.222-36 EQUAL OPPORTUNITY FOR WORKERS WITH DISABILITIES (JUL 2014)

(a) Equal opportunity clause. The Contractor shall abide by the requirements of the equal opportunity clause at 41 CFR 60-741.5(a), as of March 24, 2014. This clause prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by the Contractor to employ and advance in employment qualified individuals with disabilities.

(b) Subcontracts. The Contractor shall include the terms of this clause in every subcontract or purchase order in excess of \$15,000 unless exempted by rules, regulations, or orders of the Secretary, so that such provisions will be binding upon each subcontractor or vendor. The Contractor shall act as specified by the Director, Office of Federal Contract Compliance Programs of the U.S. Department of Labor, to enforce the terms, including action for noncompliance. Such necessary changes in language may be made as shall be appropriate to identify properly the parties and their undertakings.

(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

<u>Employee Class</u>	<u>Monetary Wage</u>
01051 - Data Entry Operator I	WG Rate 4/WG Grade 2
01052 - Data Entry Operator II	WG Rate 5/WG Grade 2

Refer to the following website to determine actual hourly wages based on applicable locations:  
<http://www.cpms.osd.mil/Subpage/AFWageSchedules/>

(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](http://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 various states.

(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):

[www.acquisition.gov](http://www.acquisition.gov)

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.216-7006 ORDERING (SEP 2019)

(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 from March 18, 2020 through February 28, 2025

(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 Data 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)

## 252.225-7976 CONTRACTOR PERSONNEL PERFORMING IN JAPAN (DEVIATION 2018-O0019)(AUG 2018)

(a) *Definitions.* As used in this clause—

“Commander” means the Commander of the United States Forces Japan (USFJ).

“Dependent” means spouse, and children under 21; and parents, and children over 21, if dependent for over half their support upon a member of the United States Armed Forces or civilian component.

“Law of war” means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses the international law related to the conduct of hostilities that is binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

“SOFA Article I(b) status” means a designation by the Commander of contractor personnel as Members of the Civilian Component under Article I(b) of the Status of Forces Agreement (SOFA), in accordance with agreement by the Joint Committee. To receive such a designation, an individual must—

- (1) Be a United States national;
- (2) Not be ordinarily resident in Japan (or if ordinarily resident, complete the procedures set forth in USFJ Instruction 36-2611 (Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement, available at [http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20\(USFJI\).pdf](http://www.usfj.mil/Portals/80/Documents/Instructions/36-2611%20(USFJI).pdf));
- (3) Be present in Japan at the official invitation of the United States Government and solely for official purposes in connection with the United States Armed Forces;
- (4) Not have SOFA Article XIV status; and
- (5) Be essential to the mission of the United States Armed Forces and has a high degree of skill or knowledge for the accomplishment of mission requirements by fulfilling the following:
  - (i) Has acquired the skill and knowledge through a process of higher education or specialized training and experience; or
  - (ii) Possesses a security clearance recognized by the United States to perform his or her duties; or
  - (iii) Possesses a license or certification issued by a U.S. Federal department or agency, U.S. state, U.S. Territory, or the District of Columbia to perform his or her duties; or
  - (iv) Be identified by the United States Armed Forces as necessary in an emergent situation and will remain in Japan for less than 91 days to fulfill specialized duties; or
  - (v) Is an employee of a military banking facility; or
  - (vi) Is specifically authorized by the Joint Committee.



“SOFA Article XIV status” means designation by the Commander to persons, including corporations organized under the laws of the United States and its personnel, that are ordinarily resident in the United States and whose presence in Japan is solely for the purpose of executing contracts with the United States for the benefit of the United States Armed Forces. Such designations are made in extremely limited circumstances and only after consultation with the Government of Japan. Article XIV designations are restricted to cases where open competitive bidding is not practicable due to—

- (1) Security considerations;
- (2) The technical qualification of the contractors involved;
- (3) The unavailability of materials or services required by United States standards; and
- (4) Limitations of United States law.

“SOFA-covered contractor personnel” means contractor personnel who have been designated as having SOFA Article I(b) status or SOFA Article XIV status, which is documented on a Letter of Authorization (LOA) signed by the Contracting Officer.

“SOFA status” means either SOFA Article I(b) status or SOFA Article XIV status or a dependent under Article I(c).

“Status of Forces Agreement” means the “Agreement under Article VI of the Treaty of Mutual Cooperation and Security between Japan and the United States of America, Regarding Facilities and Areas and the Status of United States Armed Forces in Japan,” dated January 19, 1960, and all supplementary agreements to the SOFA, including the agreement signed on January 16, 2017.

“United States national” means a citizen of the United States, or a person who, though not a citizen of the United States, owes permanent allegiance to the United States.

*(b) General.*

(1) This clause applies to SOFA-covered contractor personnel when performing in Japan. The requirements of paragraph (c)(2) and (e)(1) of this clause must be specified in the statement of work to be applied to non-SOFA-covered contractor personnel.

(2) The Contractor shall comply with the instructions of the Contracting Officer concerning the entry of its personnel, equipment, and supplies into Japan, applicable Japanese laws and regulations, and USFJ and USFJ-component policies and instructions during the performance of this contract. Specifically, the Contractor shall comply with—

- (i) USFJ Instruction 64-100, Contract Performance in Japan;
  - (ii) USFJ Instruction 36-2811, Indoctrination Training Programs;
  - (iii) USFJ Instruction 36-2611, Change of Status by Persons in Japan to One of the Categories Authorized by the Status of Forces Agreement; and
  - (iv) USFJ Instruction 64-102, United States Official Contractors and Their Employees, as applicable to contractors and contractor personnel with SOFA Article XIV status.
- (3) Application for status under the SOFA shall be in accordance with USFJ Instruction 64-100 and, in specific and limited circumstances, USFJ Instruction 64-102.

- (i) The Contracting Officer, through consultation with their legal counsel and the USFJ/J06 office, makes the determination of status under SOFA Article I(b) for contractor personnel.
- (ii) If the Contracting Officer makes a request for status as a United States Official Contractor under Article XIV, USFJ Headquarters (HQ USFJ) shall make the final determination on the Contractor's SOFA status upon consultation with the government of Japan.
- (iii) The Contractor shall request a determination of status under the SOFA for its eligible personnel through the Synchronized Predeployment and Operational Tracker (SPOT) system (see paragraph (f) of this clause). The Contracting Officer will approve a LOA generated in SPOT (see paragraph (c)(2) of this clause) indicating the SOFA status of the contractor personnel only after verifying that eligibility criteria described in USFJ Instruction 64-100 are met.
- (iv) Contractor personnel dependent information is also required to be entered into SPOT as part of the employee record.
- (4) The importation and personal possession of firearms, swords, and other weapons is highly restricted and controlled in Japan. Contractor personnel considering bringing personal firearms, swords, or other weapons into Japan must comply with USFJ Instruction 31-207, "Firearms and Other Weapons in Japan" available from USFJ/J023 at [pacom.yokota.usfj.mbx.j023@mail.mil](mailto:pacom.yokota.usfj.mbx.j023@mail.mil). The importation and possession of firearms and weapons to perform services under a contract will be addressed separately in the contract.
- (5) Offenses committed by the Contractor or contractor personnel may be subject to United States or host nation prosecution and/or civil liability (see paragraph (d) of this clause). Japan authorities have the right to exercise jurisdiction over SOFA-covered contractor personnel, including dependents, in relation to offenses committed in Japan and punishable by the law of Japan. In those cases in which the Japanese authorities have the primary right to exercise jurisdiction but decide not to do so, the United States shall have the right to exercise such jurisdiction as is conferred on it by the law of the United States.
- (c) *Support.*
- (1) *Security plan.* The Commander will develop a security plan that identifies contingency procedures and potential evacuation of nonessential SOFA-covered contractor personnel.
- (2) *Letter of authorization.* A SPOT-generated LOA signed by the Contracting Officer is required for SOFA-covered contractor personnel travel to, from, or within Japan.
- (i) The LOA will identify any additional authorizations, privileges, or Government support that contractor personnel are entitled to under this contract. USFJ has limited capability to provide Government-furnished routine medical services to contractors in Japan. In instances where Government-furnished routine medical services are neither available nor authorized in the contract, the SPOT-generated LOA shall be annotated with "None" checked for Government-furnished routine medical services.
- (ii) Contractor personnel shall present a valid LOA to Japanese immigration officials upon entry into and exit from Japan to receive government of Japan recognition as a Member of the Civilian Component under the SOFA or as a contractor with Article XIV status.
- (iii) Contractor personnel who are issued a LOA shall maintain possession a DoD-issued identification credential at all times while performing under this contract in Japan. If the contractor personnel does not possess a DoD-issued identification credential, he or she shall maintain possession of a copy of the LOA and their passport at all times while performing under this contract in Japan.
- (3) *SOFA-status contractor personnel privileges.* Contractor personnel and their dependents granted authority to enter Japan under SOFA Article I(b) may be accorded the following benefits of the SOFA:

- (i) Access to and movement between facilities and areas in use by the United States Armed Forces and between such facilities and areas and the ports or airports of Japan as provided for in paragraph 2 of the SOFA Article V.
- (ii) Entry into Japan and exemption from Japanese laws and regulations on the registration and control of aliens as provided for in SOFA Article IX.
- (iii) Acceptance as valid by Japan, without a driving test or fee, a USFJ Operator's Permit for Civilian Vehicle as provided for in SOFA Article X. Issuance of such permit shall be subject to applicable military regulation.
- (iv) Exemption from customs duties and other such charges on materials, supplies, and equipment which are to be incorporated into articles or facilities used by the United States Armed Forces; furniture, household goods for private use imported by person when they first arrive to work in Japan; vehicles and parts imported for private use; and reasonable quantities of clothing and household goods for everyday private use, which are mailed into Japan through United States military post offices as provided for in paragraphs 2 and 3 of SOFA Article XI.
- (v) Exemption from the laws and regulations of Japan with respect to terms and conditions of employment as provided for in paragraph 7 of SOFA Article XII, except that such exemption shall not apply to the employment of local nationals in Japan.
- (vi) Exemption from Japanese taxes to the government of Japan or to any other taxing agency in Japan on income received as a result of their service with the United States Armed Forces as provided for in SOFA Article XIII. The provisions of Article XIII do not exempt such persons from payment of Japanese taxes on income derived from Japanese sources.
- (vii) If authorized by the installation commander or designee, permission to use exchanges, commissaries, messes, social clubs, theaters, newspapers and other non-appropriated fund organizations regulated by United States military authorities as provided for in SOFA Article XV and DoD Manual 1000.13-V2, DoD Identification (ID) Cards: Benefits for Members of the Uniformed Services, Their Dependents, and Other Eligible Individuals.
- (viii) The transmission into or outside of Japan of United States dollar or dollar instruments realized as a result of contract performance as provided for in paragraph 2 of SOFA Article XIX.
- (ix) Exemption from taxation in Japan on the holding, use transfer by death, or transfer to person or agencies entitled to tax exemption under the SOFA, of movable property, tangible or intangible, the presence of which in Japan is due solely to the temporary presence of these persons in Japan, provided such exemption shall not apply to property held for the purpose of investment or the conduct of other business in Japan or to any intangible property registered in Japan.

(4) *Logistical Support.*

- (i) Logistical support may be authorized, when the Contracting Officer determines it necessary and appropriate, for contractor personnel in Japan. Generally, the full range of logistical support listed below is not necessary for contractor personnel performing services in Japan on a short-term basis, less than 91 days. Contractor personnel granted SOFA Article I(b) status and their dependents may be provided logistical support, subject to availability as determined by the installation commander or designee. Logistical support includes the following:
  - (A) Base Exchange, including exchange service stations, theaters, and commissary.
  - (B) Military banking facilities.
  - (C) Transient billeting facilities.
  - (D) Open mess (club) membership, as determined by each respective club.

- (E) Casualty assistance (mortuary services), on a reimbursable basis.
  - (F) Emergency medical care, on a reimbursable basis.
  - (G) Dental care, limited to relief of emergencies, on a reimbursable basis.
  - (H) Department of Defense Dependent Schools, on a space-created and tuition-paying basis.
  - (I) Postal support, as authorized by military postal regulations.
  - (J) Local recreation services, on a space-available basis.
  - (K) Issuance of USFJ Operator's Permit, if the Contracting Officer determines it necessary based on the length of contract performance.
  - (L) Issuance of personal vehicle license plates.
- (ii) No other logistical support is authorized for contractor personnel in Japan unless the Contracting Officer obtains a specific authorization from the installation commander where the support will be provided, after coordination with USFJ/J06.
- (5) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in Japan under this contract. This support includes the Contractor responsibility for entry and exit from Japan to ensure compliance with Japanese laws concerning foreign personnel in their country.
- (d) *Compliance with laws and regulations.*
- (1) The Contractor shall comply with, and shall ensure that its personnel performing in Japan are familiar with and comply with, all applicable—
- (i) United States, host country, and third-country national laws;
  - (ii) Provisions of applicable treaties and international agreements;
  - (iii) United States regulations, directives, instructions, policies, and procedures; and
  - (iv) Orders, directives, and instructions issued by the USFJ Commander and installation commanders, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.
- (2) If required by the contract, the Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training.
- (3) The Contractor shall ensure that all contractor personnel are aware—
- (i) Of the DoD definition of “sexual assault” in DoD Directive 6495.01, Sexual Assault Prevention and Response Program; and
  - (ii) That sexual misconduct may constitute offenses under the law of Japan, Uniform Code of Military Justice, Federal law, such as the Military Extraterritorial Jurisdiction Act, or both. All offenses have consequences for contractor personnel, including dependents.

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under the Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code) or other Federal or local laws.

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the operational area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) That this section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following—

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/report-a-crime.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/ContactUs/Pages/ReportaCrime.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>; or

(v) To any command of any supported military element or the command of any base.

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800-424-9098 or <http://www.dodig.mil/Components/Administrative-Investigations/DoD-Hotline/>. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8)(i) The Contractor shall ensure that contractor personnel supporting the U.S. Armed Forces in Japan are aware of their rights to—

(A) Hold their own identity or immigration documents, such as passport or driver's license;

(B) Receive agreed upon wages on time;

(C) Take lunch and work-breaks;

(D) Elect to terminate employment at any time;

(E) Identify grievances without fear of reprisal;

(F) Have a copy of their employment contract in a language they understand;

(G) Receive wages that are not below the legal in-country minimum wage;

(H) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(I) If housing is provided, live in housing that meets host-country housing and safety standards.

(ii) The Contractor shall post these rights in work spaces in English and in any foreign language(s) spoken by a significant portion of the workforce.

(iii) The Contractor shall enforce the rights of contractor personnel and subcontractor personnel supporting the United States Armed Forces.

(e) *Preliminary personnel requirements.*

(1) The Contractor shall ensure that the following requirements are met prior to departure of SOFA-covered contractor personnel and, as specified in the statement of work, non-SOFA-covered contractor personnel (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All required USFJ Form 27, Contractor Employee Acknowledgement Forms.

(iii) All such personnel performing in support of an applicable operation—

(A) Meet the minimum medical screening requirements, including theater-specific medical qualifications as established by the United States Indo-Pacific Command (USINDOPACOM) Combatant Commander (as posted to the USINDOPACOM Combatant Commander's website or other venue); and

(B) Have received all required immunizations as specified in the foreign clearance guide.

(1) All immunizations shall be obtained prior to arrival in Japan.

(2) All such personnel, as specified in the statement of work, shall bring to Japan a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current.

(iv) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit Japan, and other appropriate DoD identity credential.

(v) Special area, country, and theater clearance is obtained for all personnel. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, SOFA-covered contractor personnel are considered non-DoD personnel traveling under DoD sponsorship.

(2) The Contractor shall notify its personnel, including dependents, who are not a host country national, or who are not ordinarily resident in the host country, that—

(i) Such personnel, and dependents, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3621, et seq.);

(ii) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime when committed by a civilian national of the United States;

(iii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9));

(iv) In time of declared war or a contingency operation, SOFA-covered contractor personnel and selected non-SOFA covered contractor personnel may be subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10);

(v) Contractor personnel are required to report offenses alleged to have been committed by or against other contractor personnel to appropriate investigative authorities; and

(vi) Contractor personnel will be provided victim and witness protection and assistance.

(f) *Personnel data.*

(1) The Contractor shall—

(i) Use the SPOT web-based system, or its successor, to account for all SOFA-covered contractor personnel performing in Japan under the contract;

(ii) Register for a SPOT account at <https://spot.dmdc.mil> for unclassified contracts and at <https://spot.dmdc.osd.smil.mil> for classified contracts using one of the following log-in methods, after which the SPOT Customer Support Team will contact the Contractor to validate user needs:

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate.

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a CAC or an external digital certificate, and requires SPOT Program Management Office approval;

(iii) Comply with the SPOT Business Rules located at <https://www.acq.osd.mil/log/PS/spot.html>;

(iv) Enter into the SPOT the required information on contractor personnel, accompanying dependents and equipment prior to departure and continue to use the SPOT to maintain accurate, up-to-date information throughout performance in Japan for all applicable contractor personnel. Changes to status of individual contractor personnel relating to their in-theater arrival date and their duty location, including closing out the deployment with their proper status (e.g., mission complete, killed, wounded) shall be annotated within the SPOT database in accordance with the timelines established in the SPOT Business Rules at [http://www.acq.osd.mil/log/PS/ctr\\_mgt\\_accountability.html](http://www.acq.osd.mil/log/PS/ctr_mgt_accountability.html); and

(v) Ensure the in-theater arrival date, closeout dates, and changes of the status of individual contractor personnel relating to their in-theater arrival date and their duty location, to include closing out the performance in the operational area with their proper status, are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(2) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities, in accordance with Federal Acquisition Regulation subpart 42.15.

(g) *Contractor personnel.*

(1) Civilian personnel supporting the United States Armed Forces in Japan are guests in a foreign country and must at all times conduct themselves in an honorable and credible manner. Criminal conduct and dishonorable personal behavior, committed either on or off duty, adversely impacts United States and Japanese relations, tarnishes the image of the DoD and USFJ, and hampers the Force's military readiness.

(i) *Compliance with laws and regulations.* The Contractor shall comply with, and shall ensure that its personnel are familiar with, and comply with, all applicable—

- (A) United States and host country laws;
  - (B) Treaties and international agreements;
  - (C) United States regulations, United States Armed Forces directives, instructions, policies, and procedures; and
  - (D) Orders, directives, and instructions issued by supported commanders, including those relating to force protection, security, health, safety, liberty policies, alcohol-related incidents, or relations and interaction with local nationals, should serve as guideposts in all on and off duty conduct and will be used as general principles in the application of the Government's discretion with regard to paragraph (ii), below.
    - (ii) *Removal and replacement of Contractor personnel.* The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any Contractor personnel who fail to comply with or violate applicable requirements of the contract, including those stipulated in this section. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the termination for default or cause.
- (2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's Representative, or installation commander, the Contracting Officer directs withdrawal due to security conditions.
  - (3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.
  - (4) Contractor personnel shall return all U.S. Government-issued identification, including the Common Access Card, to appropriate U.S. Government authorities at the end of their employment under this contract.
- (h) *Protective equipment.*
    - (1) Contractor personnel may wear military-unique organizational clothing and individual equipment required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment. Any required protective equipment should be identified in the statement of work in the contract.
    - (2) The Commander may issue organizational clothing and individual equipment and provide training, if necessary, as part of the security plan.
    - (3) The Contractor shall ensure that any issued organizational clothing is returned to the point of issue, unless otherwise directed by the Contracting Officer.
  - (j) *Evacuation.*
    - (1) If the Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to contractor personnel who are U.S. citizens and third-country nationals.
    - (2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.
  - (k) *Next of kin notification and personnel recovery.*
    - (1) The Contractor shall be responsible for notification of its personnel's designated next of kin in the event an individual



dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01, Personnel Recovery in the Department of Defense.

(l) *Mortuary affairs*. Contractor personnel authorized to accompany United States Armed Forces may be covered by the DoD mortuary affairs program in accordance with DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contract Support.

(m) *Subcontracts*. The Contractor shall incorporate the substance of this clause, including this paragraph (m), in all subcontracts that will require subcontractor personnel to perform in Japan.

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (DEC 2018)

(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.

“Payment request” and “receiving report” are defined in the clause at 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(b) Electronic invoicing. The WAWF system provides the method to electronically process vendor payment requests and receiving reports, as authorized by Defense Federal Acquisition Regulation Supplement (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.sam.gov>; and

(2) Be registered to use WAWF at <https://wawf.cb.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.cb.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 shall use the following information when submitting payment requests and receiving reports in WAWF for this contract or task or delivery order:

(1) Document type. The Contractor shall submit payment requests using the following document type(s):

(i) For cost-type line items, including labor-hour or time-and-materials, submit a cost voucher.

(ii) For fixed price line items—

(A) That require shipment of a deliverable, submit the invoice and receiving report specified by the Contracting Officer.

**Invoice 2in1, Invoice and Receiving Report “COMBO”**

(B) For services that do not require shipment of a deliverable, submit either the Invoice 2in1, which meets the requirements for the invoice and receiving report, or the applicable invoice and receiving report, as specified by the Contracting Officer.

**Invoice 2in1, Invoice and Receiving Report “COMBO”**

(iii) For customary progress payments based on costs incurred, submit a progress payment request.

(iv) For performance based payments, submit a performance based payment request.

(v) For commercial item financing, submit a commercial item financing request.

(2) Fast Pay requests are only permitted when Federal Acquisition Regulation (FAR) 52.213-1 is included in the contract.

[Note: The Contractor may use a WAWF “combo” document type to create some combinations of invoice and receiving report in one step.]

(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\*

<i>Field Name in WAWF</i>	<i>Data to be entered in WAWF</i>
Pay Official DoDAAC	<b>HQ0131</b>
Issue By DoDAAC	<b>HDEC05</b>
Admin DoDAAC**	<b>HDEC05</b>
Inspect By DoDAAC	<b>HDEC05</b>
Ship To Code	<b>N/A</b>
Ship From Code	<b>N/A</b>
Mark For Code	<b>N/A</b>
Service Approver (DoDAAC)	<b>HQCAAA</b>

Service Acceptor (DoDAAC)	<b>HQCAAA</b>
Accept at Other DoDAAC	<b>N/A</b>
LPO DoDAAC	<b>N/A</b>
DCAA Auditor DoDAAC	<b>N/A</b>
Other DoDAAC(s)	<b>N/A</b>

(4) Payment request. The Contractor shall ensure a payment request includes documentation appropriate to the type of payment request in accordance with the payment clause, contract financing clause, or Federal Acquisition Regulation 52.216-7, Allowable Cost and Payment, as applicable.

(5) Receiving report. The Contractor shall ensure a receiving report meets the requirements of DFARS Appendix F.

(g) WAWF point of contact.

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

[Jason.Reedy@deca.mil](mailto:Jason.Reedy@deca.mil)

[Brooke.Pfister@deca.mil](mailto:Brooke.Pfister@deca.mil)

(2) Contact the WAWF helpdesk at 866-618-5988, if assistance is needed.

(End of clause)

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

**SOLICITATION AND CONTRACTS FOIA AND  
POSTING NOTICE**

Any award(s) resulting from issuance of this solicitation or quote may be posted in the DeCA Freedom of Information Act (FOIA) electronic reading room at [www.commissaries.com](http://www.commissaries.com). The posting will contain the total contract award amount, as well as any awarded individual contract line item pricing (CLIN and Sub-CLIN). Unexercised option prices will not be published.

In compliance with the provisions of Executive Order 12600, the contract holder may identify to the agency FOIA Officer ([foia@deca.mil](mailto:foia@deca.mil)), within 21 calendar days of the contract award date, any information contained in the contract that it deems to be confidential commercial information. The FOIA officer will review the submission and contact the contract holder with a decision. Failure to identify any such information will be

interpreted by the Agency as the contract holder having no such information to identify or withhold from posting in the FOIA electronic reading room.

The postings typically take place at a minimum of two distinct points; upon the initial award of the contract and then again after the final option period has been exercised. However, should a FOIA request for the contract be received in the interim, the contract may be reposted including any awarded contract pricing up to the date of the FOIA request. Unexercised option prices will not be published.

This action is being taken to ensure contract award information is available to the general public, as it was in the past, pursuant to the President's January 21, 2009 memorandum regarding the Freedom of Information Act (FOIA).

#### STATEMENT OF WORK

<b>STATEMENT OF WORK (SOW) SKU-BASED INVENTORY SERVICES</b>
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The following requirement is for the performance of SKU-based Inventory Services at all Defense Commissary Agency (DeCA) locations, CONUS (within the contiguous United States) and OCONUS (outside the Contiguous United States). The Indefinite Delivery/Indefinite Quantity (IDIQ) contract awards are anticipated to be one base year with four, one year option years awarded to multiple awardees.

### **1. GUIDING PRINCIPLES**

- 1.1. The contractor will work in collaboration with DeCA personnel, DeCA auditors, and other stakeholders towards success of the inventory services.
- 1.2. The contractor will work with DeCA as a trusted business partner to create an environment of transparency during the course of this contract. Except as required by law, contractor shall not release information concerning any activities related to the DeCA's inventory services without the consent of DeCA. This restriction will not apply to any information that is publicly available.

### **2. PERPETUAL INVENTORY PERFORMANCE**

- 2.1. The contractor is required to perform a quantity based full facility g inventory count by Stock Keeping Unit (SKU) for all grocery items sold in a Department of Defense (DoD) Commissary (military grocery store). The Contractor shall be responsible for providing all supervision, personnel, supplies, equipment, and any other items necessary to

perform the inventory. Unless otherwise specified, the term “Contractor” refers to all Contractor personnel, including sub-contractors, who participate in the inventory process. Unless otherwise specified, the terms “Government” and “Government Representative” refer to any Government employee whom the Commissary Officer or Manager authorizes to participate in the inventory process. Each awardee must provide at least two supervisors/leads who are regular, permanent employees of the prime contractor and who are present on-site at the inventory.

- 2.2. The inventory shall be performed using automated handheld scanners for scanning counts by SKU that can extend cost data by quantity. The contractor shall provide an automated technical solution for DeCA to track inventory progress by section. Each section count shall be uploaded to the relevant file(s) being maintained by the contractor immediately after counting that section.
- 2.3. The contractor shall provide DeCA with calculations of inventory valuation by SKU, section, and overall store based on SKU cost data provided by DeCA (see Paragraph 12 below).
- 2.4. The Contractor shall inventory all grocery items in the store, unless marked “Do Not Inventory” (DNI). S Grocery items are located in some or all of the following physical areas/locations: the sales area, perishable and nonperishable storage rooms, processing and/or preparation rooms, contiguous and remote warehouses, and distribution centers (all warehouses and distribution centers are collectively referred to hereafter as a “warehouse/backup storage areas”). Many of the DeCA commissary locations have product in backrooms that will be identified and staged for counting by commissary personnel.

### **3. CORPORATE EXPERIENCE**

- 3.1. The contractor shall have at least three (3) years of performing perpetual inventories for the grocery or retail industry. In addition, the supervisors/team leaders assigned to the DeCA contract shall have a minimum of two years’ experience managing inventory teams. Supervisor/team lead resumes and staffing projections shall be submitted at time of quote prior to each issued task order. The contractor shall provide resumes for any new or changed personnel 48 hours prior to the scheduled inventory time/date.
- 3.2. For the purposes of this contract, the Contractor is considered to have completed each inventory requirement listed in the awarded task order when all requirements of paragraphs 10 and 11 below are completed to the satisfaction of the Contracting Officer.

### **4. SCHEDULING**

- 4.1. The contractor will be provided a tentative schedule of stores and timeframes at the

subsequent calendar years. Neither commissary management/personnel nor the Contractor is authorized to change inventory performance dates/times without approval of the Contracting Officer Representative (COR) and the Contracting Officer.

- 4.2. Individual inventory location services will be solicited as a request for quote (RFQ) on a quarterly (every three months) basis approximately 60 days before the service quarter begins. All IDIQ contract awardees will be eligible to compete for individual inventory location services. Evaluation of quotes for individual inventories will be based on the following factors:

Price  
Staffing Projections  
Past Performance

Price: Firm fixed (fully loaded) price.

Staffing Projections: Staffing projections will be considered acceptable or non-acceptable based on requirement in paragraph 3.1. Resumes of supervisor/team lead are required.

Past Performance: Past performance will be considered acceptable or non-acceptable based on previous services for DeCA, in the grocery industry, or the retail industry. Note contractors who fail an inventory at any location will not be considered for award at that specific location the following year.

Individual locations will be awarded to the lowest priced quoter with acceptable staffing projections and past performance.

NOTE: Quotes for task orders are to be provided only for locations for which the quoter is prepared to perform services on the scheduled dates.

- 4.3. All IDIQ contract holders will be given fair opportunity to provide quotes for every location, except that contractors that fail an inventory (as defined below) at any location will not be considered for award at that specific location for the following year. In providing quotes, contract holders may provide quotes for any store on the Request for SKU-based Inventory Services Quote form. A “Two-Step” process will be used to award individual locations as follows:

4.3.1. As needed, the Contracting Officer will send out a Request for Quote (RFQ) to all contract holders for stores where SKU-based Inventory Services are required. The time frame for requests will vary depending on the needs and best interests of the government. The RFQ will include the information needed for preparation of responsive quotes.

4.3.2. Contractor quotes must be received by the Contracting Office not later than the date and

time required by the RFQ. Labor rates will be fully burdened.

- 4.3.3. Staffing projections and past performance will be considered for all quoters. Quotes from contract holders with acceptable staffing projections and past performance (as determined by the Contracting Officer) will be ranked by cost from lowest to highest by location.
  - 4.3.3.1. Contract holders who have unacceptable performance in an immediate past round of services (as determined by the Contracting Officer), will be sent a cure notice and will be considered “unacceptable” until the contract holder has submitted a performance improvement plan and that plan has been approved by the Contracting Officer. Failure to provide a performance improvement plan by the date and time required and/or continued poor performance may result in termination of any awarded task orders and/or the overall contract.
  - 4.3.4. Following submission and assessment of the quotes in accordance with the procedures identified above, successful quoters with acceptable staffing projections and past performance will be contacted and offered locations in order of assessed rank. Quoters shall respond as to whether they accept or do not accept a specific location or locations prior to the date and time required by the contracting office. If accepted, the quoter will be awarded that location or locations. If not accepted or if the quoter does not respond prior to the date and time required by the contracting office, the next lowest quote will be considered the new low quote for that location, or locations, and the process will continue until all locations are accepted at fair and reasonable prices.
  - 4.3.5. If a location cannot be awarded to any contractor using the methodology described above, DeCA may consider changing the date of the service and starting the quotation process over again, or providing another opportunity to all contract holders under the original specified date/time conditions for that location.
- 4.4. The Contractor must contact the Commissary Officer at least 2 weeks prior to the performance date to coordinate arrival time, and to discuss any other matters pertinent to this inventory. The contractor will be provided contact information for each inventory location. Since compliance with this communication requirement can affect the 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 the Contractor is unable to make contact with the commissary’s designated representative for any reasons, the Contractor should contact the Contracting Officer or COR for assistance.
- 4.5. Ensuring that all base access requirements (including access by all contractor and subcontractor personnel) are met in a timely manner to perform the inventory successfully is the sole responsibility of the contractor. Access to any installation is defined by the installation’s command structure. Contractors shall contact the installation security

office directly to determine what the access requirements are for that installation, and shall plan arrivals accordingly. Inventories will be conducted in the United States, Puerto Rico, Guam, the Middle East, Asia, and Europe. It is the contractor's responsibility to gain access to the country, state, and installation of each service location awarded to that contractor. As access and visa requirements continually change, the Contractor must identify and comply with all current access requirements at all locations. The contractor will be performing inventories without a Department of Defense sponsorship. Failure to pursue and attain applicable access requirements will be considered a default of that inventory.

## **5. INVENTORY PERFORMANCE**

- 5.1. The contractor will be provided a Master File consisting of a download of SKU's and their respective cost data (see Paragraph 12 below) for items carried at the store being inventoried. This download will be provided no later than close of business on the working day (Monday through Friday, excluding federal holidays and base closures) immediately prior to day of the inventory.
- 5.2. 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 to review inventory preparation and to identify unique facility characteristics. In the space provided on the "SKU Based Perpetual Inventory Certification – Part A" (DeCA Form 40-106A), the Contractor shall sign to indicate that the Government has provided this "walk-through," and may include applicable written comments regarding inventory or store conditions that may impact the contractor's ability to properly perform the inventory. Store management will immediately scan and email a copy of the completed form to [inventorydocs@deca.mil](mailto:inventorydocs@deca.mil).

## **6. GOVERNMENT RESPONSIBILITIES**

- 6.1. Prior to the inventory commencing, areas that are not to be counted will be identified and marked as "DNI" for easy identification to contractor personnel. Items that are identified as markdown items (Section 50) shall be separated by PLU (#501, food items and #502, non-food items). Items that are identified as salvage items (Section 300) shall be separated by PLU (#501, food items and #502, non-food items). Stores will print a 501 and 502 label and the contractor will count and enter quantities for items to be counted.
- 6.2. Price Look Up (PLU) labels will be printed for unique and/or irregular items such as MREs and bottle deposits.



- 6.3. “Feds Feeds Families” bags must be opened and items made accessible for counting.
- 6.4. Warehouse/backup storage areas will be set up by commissary personnel to be scanned by SKU. The contractor will be able to go to each product and find a SKU label with quantities associated to the SKU to input into its system. The contractor should not be required to open or move product.
- 6.5. To expedite counting, merchandise displayed on shelves in the sales area will be “blocked back” and properly faced and aligned with shelf labels to facilitate accurate counts. Whether in the sales area or in the warehouse/backup storage area, products will be leveled, organized, sorted by SKU and/or stacked so that all items to be counted are clearly visible or identified to the Contractor. Walk around clearance will be maintained for product stored on pallets.
- 6.6. The Government will weigh any bulk items such as candy, coffee, cookies, etc., and will provide weight information to the Contractor. Store personnel will identify the SKU and link it to a weight metric associated with that particular bulk item. Store personnel will ensure that the Master File SKU list does not include any seasonal or pallet codes that are no longer in the store.
- 6.7. DeCA will limit, except for emergency repairs, any non-inventory work in the sales and warehouse/backup storage areas during the scheduled time of the inventory.

## **7. CONTRACTOR RESPONSIBILITIES**

- 7.1. Upon receipt of the Master File provided by DeCA, the contractor is responsible for verifying receipt and reviewing the file for any issues that may prevent the contractor from successfully performing the scheduled inventory. Any such issues in the file shall be immediately reported to the COR upon discovery.
- 7.2. Upon arrival to the scheduled store, the contractor shall immediately report to store management and confirm receipt of the Master File and the contractor’s readiness to conduct the inventory (e.g. base access, equipment, information, and manpower). At this time, the contractor shall explain to store management its technical approach to completing the scheduled inventory. At a minimum, the technical approach shall include the contractor’s method for capturing SKU and PLU scanned data, method for tracking inventory progress, and equipment to be provided by the contractor

to DeCA employees to perform validations in accordance with paragraph 8.4 below.

- 7.3. Prior to commencing the inventory, the contractor shall conduct a walkthrough of the store with the designated store management representative and sign the walk-through statement found on the certification form (DeCA Form 40-106A, "SKU Based Perpetual Inventory Certification – Part A" – see Exhibit 1). Following the walk-through, the contractor is responsible for numbering each section in the store to be inventoried. Natural breaks should be considered when determining section sizes. The Contractor will not skip an identifier when assigning sections. The contractor will, to the extent feasible, identify sections that are adjacent or physically close to one another and identified sequentially. Stores may contain "off-shelf displays," which includes merchandise that the Contractor is required to include in section assignments and count. Commissary Management reserves the right to review the reasonableness of the contractor's section determination (to include the warehouse) and to make changes, as necessary.
- 7.4. Any items which are outside of their normally designated location at the start of the inventory will be inventoried where they are. After the inventory is completed, items can be moved by DeCA staff members to their designated locations.
- 7.5. The Contractor is not required to count tobacco products, such as cigarettes, cigars, chewing tobacco and snuff products. The Contractor IS required to count smoking cessation items, such as Nicorette, cigarette lighters, and matches.
- 7.6. During conduct of the inventory, the contractor shall be responsible for reporting inventory progress in accordance with paragraph 8.2 below and providing handheld devices for validation purposes in accordance with paragraph 8.4 below. ***At no point shall the contractor ask Commissary personnel to assist in counting inventory.***
- 7.7. Following the inventory counting process and validations, the contractor shall complete its portion of the SKU Based Perpetual Inventory

Certification form in accordance with paragraph 10 below.

- 7.8. After departing the inventoried store, the contractor shall submit its final report in accordance with paragraph 11 below.

## **8. TECHNICAL SPECIFICATIONS**

- 8.1. The contractor must provide automated equipment and software capable of capturing scanned SKU data and quantity on hand for both counting and validation purposes. The system must have the ability to automatically include SKUs and PLUs that may not be included in the Master File provided by DeCA into the section count. All items shall be scanned by product SKU, and not the electronic or paper shelf label.
- 8.2. The contractor shall provide store officials the ability to track inventory progress as sections are counted. DeCA's preference is that the contractor provides a separate device to track inventory progress.
- 8.3. A laptop computer shall be used for the inventory process which includes the capability for section quantity uploads. DeCA recognizes that Rapid Frequency Distribution (RFD) capability may not be possible due to the requirement for section delineation. For systems that cannot support RFD capability, counts shall be uploaded after each section is counted.
- 8.4. The contractor shall provide an adequate number of handheld devices to store management for the purposes of performing validations without impeding progress on the contractor's performance of the inventory. As stated below in paragraph 9.1, the validation process shall be automated. The handheld devices can be in the form of a tablet, scanner, or any electronic device capable of scanning SKUs to be validated. These devices must be able to either immediately compare the contractor's initial count to DeCA's validation count or be immediately available to directly upload to the contractor's database to validate the contractor's initial count to DeCA's count. This is mandatory, for the purpose of eliminating manual mistakes, reducing data entry errors, and de the amount of time and effort to complete the validation process outlined in paragraph 9 below.

## **9. VALIDATION**

- 9.1. DeCA employees shall perform all validations of inventory counts. The contractor will be responsible for providing validation equipment and performing recounts as necessary.
- 9.2. The validation process shall be automated and manual processes for conducting validations is not be permitted. All High Risk sections, plus 20% of remaining sections

are to be validated. There are fifteen (15) High risk sections, as determined by the Contracting Officer's Representative (COR). Each Section will have no less than ten (10) SKUs validated. If there are less than ten (10) SKUs in a section the entire section will be validated. The sections or SKUs to be validated will not be shared with the contractor prior to commencement of section validations.

- 9.3. When a section is validated and the count on any item does not match the contractor count, then a third count shall be performed on those items by the contractor, with other than the original counter, while accompanied by a DeCA employee. However, if within a section validation performed by DeCA, five (5) or more of the validated items do not match, then the entire section must be recounted by the contractor and revalidated by a DeCA employee. This counts as a third count validation of an entire section.
- 9.4. If during validation a SKU was not counted by the contractor, the entire section shall be recounted by the contractor and revalidated by a DECA employee. This is considered a third count validation of an entire section. Any validation that has to go to a third count is considered an "Exception" and will be specifically noted on the Inventory Validation Log with "EX".
- 9.5. The inventory shall be deemed and recorded as a failure after five (5) instances of going to a third count validation for an entire section. The government reserves all rights under this contract and applicable law to take appropriate action if failure occurs.
- 9.6. 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 avoid the appearance that inventory count 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 task order and contract.

## **10. INVENTORY CERTIFICATION**

- 10.1. Prior to beginning the inventory, the contractor and designated store management representative shall sign the walk-through statement found on the certification form (DeCA Form 40-106A, "SKU Based Perpetual Inventory Certification - Part A" – see Exhibit 1), as described above. Store management will immediately scan and email a copy of the completed form to [inventorydocs@deca.mil](mailto:inventorydocs@deca.mil).
- 10.2. Prior to departing the premises, the contractor and designated store management representative shall review, complete, and sign the completed DeCA Form 40-106B ("SKU Based Perpetual Inventory Certification - Part B"). (See Exhibit 2 for DeCA Form 40-106B and instructions.) Note: Final signature by the contractor and designated

store management representative is confirmation that all sections have been counted and all quantities and reported values are correct based on the information provided on the Master File.

- 10.3. Immediately following the completion of the inventory, the designated store management representative shall scan and e-mail the completed DeCA Form 40-106B (“SKU Based Perpetual Inventory Certification- Part B”) along with the performance evaluation forms completed by the store and the contractor to the following:.

By E-mail: inventorydocs@deca.mil  
 Subject: Store Name Current FY Inventory Certification and Performance Evaluation  
 Body: Store Name and Point of Contact

**11.FINAL REPORT**

- 11.1. No later than 24 hours after completion of the inventory, the Contractor shall send the Final Report in the format provided in Paragraph 12 below to the following:

By E-mail: [inventorydocs@deca.mil](mailto:inventorydocs@deca.mil)  
 Subject: Store Name Current FY Final Inventory Report  
 Body: Contractor Company Name and Point of Contact

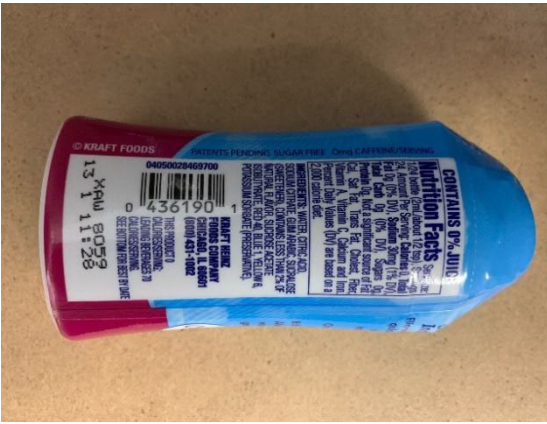
**12.TECHNICAL FILE REQUIREMENTS**

- 12.1. Catalog file format from DeCA to Contractor: DeCA will provide the item catalog in the following file format to the contractor for each store:

**Front of the Store Inventory file - Fixed weight items**

<i>Item Description</i>	<i>Item SKU Code</i>	<i>Item Cost by each</i>
This column will have the DeCA description of the item from the Master Catalog	This column will include the following: <ul style="list-style-type: none"> <li>▪ UPC-A (12 digits with check digit)</li> <li>▪ EAN ( 13 digits with check digit)</li> <li>▪ UPC Compressed (6/7/8 with check digit)</li> <li>▪ JPN (8 with check digit)</li> <li>▪ PLU ( 4 or 5 – no check digits required)</li> </ul>	This column will have the cost of each item by each

**Sample Grocery Items with UPCs/EAN and JPNs**



**Back room inventory file for UPC coded items - Fixed weight Items**

<i>Item Description</i>	<i>Item SKU Code</i>	<i>Item Cost by each or Price per Pound</i>
This column will have the DeCA description of the item from the Master Catalog	This column will include the following: <ul style="list-style-type: none"> <li>▪ UPC-A (12 digits with check digit)</li> <li>▪ EAN (13 digits with check digit)</li> <li>▪ UPC Compressed (6/7/8 with check digit)</li> <li>▪ JPN (8 with check digit)</li> <li>▪ PLU (4 or 5 – no check digits required)</li> </ul>	This column will have the cost of each item by each

Case Label for Bush’s Baked Beans Original – Fixed Weight UPC on the label and “12” is the Unit quantity within the case



Case Label for Salmon Curry Paste Original – Fixed Weight UPC on the label and “42” is the Unit quantity within the case

**Salmon Curry Paste**



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**Front of the store inventory file for Random Weighted Items**

<i>Item Description</i>	<i>Item SKU Code</i>	<i>Item Cost - Price per Pound</i>
<p>This column will have the DeCA description of the item from the Master Catalog</p>	<p>This column will include the following:</p> <ul style="list-style-type: none"> <li>▪ Random weight UPCs which starts with a “2”, followed by the PLU and six “0”s for the extended price of the product</li> </ul>	<p>This column will have price per pound for random weight items</p>

**Random Weighted Items (Front of the Store)**



**Back room inventory file for Random Weighted Items**

<p><b>Item Description</b> This column will have the DeCA description of the item from the Master Catalog</p>	<p><b>UPC of Random weighted items</b> This column will include the following:</p> <ul style="list-style-type: none"> <li>• Random weight UPCs which starts with a “2”, followed by the PLU and six “0”s for the extended price of the product</li> </ul>	<p><b>Price per Pound</b> This column will include the price per pound for random weight items</p>
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**Random Weight Case Label Chicken Drumsticks- “39.2” is the number of pounds**



12.2. The contractor file format to DeCA shall be provided in the following manner:

**For fixed weight items:**

<i>Item Description</i>	<i>Item SKU Code</i>	<i>Item Quantity</i>	<i>Total Extended Cost by item T</i>
<p>This contractor shall provide the DeCA description of the item from the Master Catalog</p>	<p>This column will include the following:</p> <ul style="list-style-type: none"> <li>▪ UPC-A (12 digits with check digit)</li> <li>▪ EAN (13 digits with check digit)</li> <li>▪ UPC Compressed (6/7/8 with check digit)</li> <li>▪ JPN (8 with check digit)</li> <li>▪ PLU (4 or 5 – no check digits required)</li> <li>▪ Other SKUs based on the GS1 standard will need to be included</li> </ul>	<p>This column will include the total quantity by each in front of the store and back room of the store</p>	<p>This column will include the total cost by each in front of the store and the back room</p>

**For random weight items:**

<i>Item Description</i>	<i>Item SKU Code</i>	<i>Item Weight</i>	<i>Price Per Pound</i>	<i>Total Extended Cost by item</i>
<p>This contractor shall provide the DeCA description of the item from the Master Catalog</p>	<p>This column will include the following:</p> <ul style="list-style-type: none"> <li>▪ Random weight UPCs which starts with a “2”, followed by the PLU and six “0”s for the extended price of</li> </ul>	<p>For Random weight items this column includes the weight of the back room cases and the calculation of the random weight items in front of the store as shown below</p>	<p>For Random weight items this column includes the price per pound</p>	<p>For Random weight items this column include the “Extended price” by Random weight item plus the total cost for the back room random weight cases</p>



the product

Formula to be used for final inventory file back to DeCA for Random weight items:



Extended price = The last 5 digits on the Random weight label = \$14.33

Price per pound will be provided in the Item catalog = \$4.37

Number of pounds per package = Extended price / Price per pound =  $14.33/4.37 = 3.28$  pounds

## 13. PAYMENT

- 13.1. **PAYMENT AMOUNT:** After service is completed and accepted by the Contracting Officer, the contractor will be paid the amount identified on the task order. **NOTE:** A service is accepted when the inventory is determined successful at that location, the requirements in paragraphs 10 and 11 have been fulfilled, and the government approves the final report. Inventory task orders will be issued as fixed price orders based on the contractor's proposed price.
- 13.2. In the event of a contractor failure to meet contract requirements or performance specifications, the government reserves the right to withhold payment, as appropriate.
- 13.3. **PAYMENT PROCESSING:** After the contractor submits a proper electronic invoice via Procurement Integrated Enterprise Environment (PIEE) system (formerly known as WAWF), the Contracting Officer's Representative (COR), will use the signed DeCA Form 40-106 to confirm completion of the inventory. After confirming completion of the inventory and receiving the contractor's electronic invoice via PIEE, the COR will then document acceptance of the service in PIEE and the payment will be processed via DFAS electronically.

## 14. CONTRACTOR LIABILITY

- 14.1. Because of the nature and use of inventories in DeCA's accounting system, and the

disruptions in store operations and sales due to inventory performance, time is of the essence in the performance of this contract. Failure to meet the required schedule, or to complete an inventory in the time provided, will be considered a failure of the inventory.

- 14.2. In the event of a failed inventory under Paragraphs 14.1, 9.5, or other provisions of this contract, the government reserves all rights under this contract and applicable law to take appropriate action, with or without an opportunity to cure or to repeat performance.

## **15. ENTERPRISE-WIDE CONTRACTOR MANPOWER REPORTING**

- 15.1. 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 complete all required data fields using the following web address: <http://www.ecmra.mil/>.
- 15.2. 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. Contractors may direct questions to the help desk using the point of contact information listed on the website.

## **16. CELL PHONES AND/OR PERSONAL DEVICES**

- 16.1. Personal cell phone and other personal electronic device use is prohibited during the time inventories are being conducted (all times in the store except for scheduled breaks), 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.

## **17. EMERGENCIES**

- 17.1. If a personal emergency or injury occurs during the process of inventory, contractor personnel will notify the COR immediately.
- 17.2. If an emergency occurs that impacts safety of the commissary facility or its users, store management will immediately notify the contractor's personnel and take appropriate action.

## **18. "On-Ramping" of Future Contracts**

- 18.1. Prior to the start of Option Years 3 and 4, opportunities for new awards will be published through beta.sam.gov. Instructions and methods similar to those in the original solicitation will be used to seek and evaluate potential contractors.
- 18.2. Any new contract awarded as an “on-ramp” contract will have the same POP as the current contracts, and will end on March 31, 2025 if all option years are exercised.

## 19. “Off-Ramping” of Contractors

- 19.1. The Government reserves the right to utilize off-ramps when it determines a Contractor's performance is less than satisfactory, the Contractor consistently provides no-quote, or the Contractor is unable to provide adequate capability of support as evidenced by failure of an inventory or similar outcome.
- 19.2. The Government will assess Contractor performance at task order levels using periodic reviews and annual ratings via the Contractor Performance Assessment Rating System (CPARS).
- 19.3. Contractors with less than satisfactory performance may be removed from the IDIQ contract at any time.

## 20. DEFINITIONS

**Contracting Officer Representative (COR):** An individual(s) designated in accordance with DFARS subsection 201.602-2 and authorized in writing by the contracting officer to perform specific technical or administrative functions.

**Random Weight Items:** Ham, turkey, and chicken (sold by weight) which are considered grocery items for DeCA.

**Blocked Back:** Grocery items are moved to the back of the shelf for counting purposes.

**Bulk Items:** Items that are not sold in standard count/weight packages, and for which a patron may select the exact amount of the item to purchase.

**Dissimilar Items,** such as misplaced or damaged items, that are outside of their designated or typical locations at the commencement of the inventory.” —

**SKU Level Quantity Inventory:** An inventory in which the quantity of merchandise is determined by the exact number of items that are counted per SKU.

**Grocery Department, Meat Department, and Produce Department:** 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 of a section. Unless validation of a section count calls the initial count into question, the initial count determines the number of items of a section reported in total inventory.

**Mass display area, end cap, rack, front-end merchandisers, and shippers:** 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.

**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 the 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 SOW.

**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 the total inventory count.

**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:** Used to identify the various physical divisions of items to be counted.

**Validation (second) Count:** Refers to the Government’s count of a validation section, which is compared to the initial Contractor count of the section to assess the accuracy of the Contractor’s count.

**Validation Section:** Refers to a section selected by the Government for the government to perform a random SKU count within the section to compare to SKU count in the Contractor's inventory performance system.

**Warehouse/Back Up Storage Area:** Refers to portion (s)/ 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. For purposes of this document, the term also includes applicable distribution centers.

List of SOW Exhibits:

1. SKU Based Perpetual Inventory Certification- Part A
2. SKU Based Perpetual Inventory Certification- Part B
3. Contractor Performance Evaluation
4. Store Performance Evaluation