


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30</i>				1. REQUISITION NUMBER		PAGE 1 OF 19	
2. CONTRACT NO. HDEC0520C0004		3. AWARD/EFFECTIVE DATE 01-Aug-2020		4. ORDER NUMBER		5. SOLICITATION NUMBER HDEC0520Q0013	
7. FOR SOLICITATION INFORMATION CALL:		a. NAME DANIEL J LINDSEY		b. TELEPHONE NUMBER (No Collect Calls) 804-734-8000		8. OFFER DUE DATE/LOCAL TIME 05:00 PM 26 Jun 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 checked="" type="checkbox"/> UNRESTRICTED OR <input type="checkbox"/> SET ASIDE: _____ % FOR: <input type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> EDWOSB NAICS: 488320 <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS <input type="checkbox"/> 8(A) SIZE STANDARD: \$41,500,000			
11. DELIVERY FOR FOB DESTINATION UNLESS BLOCK IS MARKED <input type="checkbox"/> SEE SCHEDULE		12. DISCOUNT TERMS		<input type="checkbox"/> 13a. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		13b. RATING	
15. DELIVER TO DEFENSE COMMISSARY AGENCY EUROPE AREA DECA HQ, VIRGINIA 1300 E AVENUE FORT LEE VA 23801-1800		CODE HQCAEU		16. ADMINISTERED BY SEE ITEM 9			
17a. CONTRACTOR/OFFEROR MDV SPARTANNASH, LLC RENE HUNTER 1133 KINGWOOD AVE NORFOLK VA 23502-5602 TELEPHONE NO. 757-858-9300		CODE 7EML7		FACILITY CODE		18a. PAYMENT WILL BE MADE BY GPC PURCHASES (ALL) GPC PURCHASES STORE LEV/EL/HQ/ SURCHARGE/DWCF CARDHOLDER FORT LEE VA 23801-1800	
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER		18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM					
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
SEE SCHEDULE							
25. ACCOUNTING AND APPROPRIATION DATA See Schedule					26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$26,034.00 EST		
<input type="checkbox"/> 27a. SOLICITATION INCORPORATES BY REFERENCE FAR 52.212-1. 52.212-4. FAR 52.212-3. 52.212-5 ARE ATTACHED.				ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED.				ADDENDA <input checked="" type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED			
<input checked="" type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 1 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				<input 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 14-Jul-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>SEE SCHEDULE</p>					

32a. QUANTITY IN COLUMN 21 HAS BEEN
 RECEIVED INSPECTED ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE
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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

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
1001 OPTION	MATERIAL MANAGEMENT OF SPACE AVAILABLE FFP OPTION PERIOD YEAR ONE (1) - EUROPEAN & CARIBBEAN REGION MATERIAL MANAGEMENT FOR THE PERIOD AUGUST 1, 2021 - JULY 31, 2022	26,585	Each	\$1.00	\$26,585.00 EST

PRICE PER CASE: \$1.83

PRICE FOR EACH PALLET POSITION: \$84.45

PRICE PER PALLET POSITION TO FUMIGATE CRATES NOT IN COMPLIANCE WITH DESTINATION COUNTRY'S PINEWOOD NEMATODE TREATMENT REQUIREMENTS: \$35.88

PRICE PER PALLET TO REPLACE NON-COMPLIANT WOOD PALLETS WITH TREATED PALLETS THAT COMPLY WITH THE DESTINATION COUNTRY'S PINEWOOD NEMATODE TREATMENT REQUIREMENTS: \$8.55

NUMBER OF SHOPPING CARTS THAT EQUAL "1 PALLET POSITION": 2

SEE STATEMENT OF WORK.

FOB: Destination
V119

MAX
NET AMT

\$26,585.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
2001 OPTION	MATERIAL MANAGEMENT OF SPACE AVAILABLE FFP OPTION PERIOD YEAR TWO (2) - EUROPEAN & CARIBBEAN REGION MATERIAL MANAGEMENT FOR THE PERIOD AUGUST 1, 2022 - JULY 31, 2023	27,117	Each	\$1.00	\$27,117.00 EST

PRICE PER CASE: \$1.90

PRICE FOR EACH PALLET POSITION: \$87.83

PRICE PER PALLET POSITION TO FUMIGATE CRATES NOT IN COMPLIANCE WITH DESTINATION COUNTRY'S PINEWOOD NEMATODE TREATMENT REQUIREMENTS: \$37.32

PRICE PER PALLET TO REPLACE NON-COMPLIANT WOOD PALLETS WITH TREATED PALLETS THAT COMPLY WITH THE DESTINATION COUNTRY'S PINEWOOD NEMATODE TREATMENT REQUIREMENTS: \$8.89

NUMBER OF SHOPPING CARTS THAT EQUAL "1 PALLET POSITION": 2

SEE STATEMENT OF WORK.

FOB: Destination
V119

MAX
NET AMT

\$27,117.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
3001 OPTION	MATERIAL MANAGEMENT OF SPACE AVAILABLE FFP OPTION PERIOD YEAR THREE (3) - EUROPEAN & CARIBBEAN REGION MATERIAL MANAGEMENT FOR THE PERIOD AUGUST 1, 2023 - JULY 31, 2024	27,659	Each	\$1.00	\$27,659.00 EST

PRICE PER CASE: \$1.98

PRICE FOR EACH PALLET POSITION: \$91.34

PRICE PER PALLET POSITION TO FUMIGATE CRATES NOT IN COMPLIANCE WITH DESTINATION COUNTRY'S PINEWOOD NEMATODE TREATMENT REQUIREMENTS: \$38.81

PRICE PER PALLET TO REPLACE NON-COMPLIANT WOOD PALLETS WITH TREATED PALLETS THAT COMPLY WITH THE DESTINATION COUNTRY'S PINEWOOD NEMATODE TREATMENT REQUIREMENTS: \$9.25

NUMBER OF SHOPPING CARTS THAT EQUAL "1 PALLET POSITION": 2

SEE STATEMENT OF WORK.

FOB: Destination
V119

MAX
NET AMT

\$27,659.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	MAX QUANTITY	UNIT	UNIT PRICE	MAX AMOUNT
4001 OPTION	MATERIAL MANAGEMENT OF SPACE AVAILABLE FFP OPTION PERIOD YEAR FOUR (4) - EUROPEAN & CARIBBEAN REGION MATERIAL MANAGEMENT FOR THE PERIOD AUGUST 1, 2024 - JULY 31, 2025	28,212	Each	\$1.00	\$28,212.00 EST

PRICE PER CASE: \$2.06

PRICE FOR EACH PALLET POSITION: \$94.99

PRICE PER PALLET POSITION TO FUMIGATE CRATES NOT IN COMPLIANCE WITH DESTINATION COUNTRY'S PINWOOD NEMATODE TREATMENT REQUIREMENTS: \$40.36

PRICE PER PALLET TO REPLACE NON-COMPLIANT WOOD PALLETS WITH TREATED PALLETS THAT COMPLY WITH THE DESTINATION COUNTRY'S PINWOOD NEMATODE TREATMENT REQUIREMENTS: \$9.62

NUMBER OF SHOPPING CARTS THAT EQUAL "1 PALLET POSITION": 2

SEE STATEMENT OF WORK.

FOB: Destination
V119

MAX NET AMT	\$28,212.00 (EST.)
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INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	N/A	N/A	N/A	Government
1001	N/A	N/A	N/A	Government
2001	N/A	N/A	N/A	Government
3001	N/A	N/A	N/A	Government
4001	N/A	N/A	N/A	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	DODAAC / CAGE
0001	POP 01-AUG-2020 TO 31-JUL-2021	N/A	DEFENSE COMMISSARY AGENCY . EUROPE AREA DECA HQ, VIRGINIA 1300 E AVENUE FORT LEE VA 23801-1800 . FOB: Destination	HQCAEU
1001	POP 01-AUG-2021 TO 31-JUL-2022	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAEU
2001	POP 01-AUG-2022 TO 31-JUL-2023	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAEU
3001	POP 01-AUG-2023 TO 31-JUL-2024	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAEU
4001	POP 01-AUG-2024 TO 31-JUL-2025	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCAEU

ACCOUNTING AND APPROPRIATION DATA

AA: Paid for By DeCA Transportation GPC Card
AMOUNT: \$26,034.00

ACRN	CLIN/SLIN	CIN	AMOUNT
AA	0001	00000000000000000000000000000000	\$26,034.00

CLAUSES INCORPORATED BY REFERENCE

52.203-19	Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements	JAN 2017
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
52.204-25	Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment.	AUG 2019
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	OCT 2018
52.219-28	Post-Award Small Business Program Rerepresentation	MAR 2020
52.222-3	Convict Labor	JUN 2003
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	SEP 2016
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-50	Combating Trafficking in Persons	JAN 2019
52.222-53	Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements	MAY 2014
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.232-18	Availability Of Funds	APR 1984
52.232-36	Payment by Third Party	MAY 2014
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
52.247-64	Preference for Privately Owned U.S. - Flag Commercial Vessels	FEB 2006
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.204-7004	Antiterrorism Awareness Training for Contractors.	FEB 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
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.225-7048	Export-Controlled Items	JUN 2013
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.247-7023	Transportation of Supplies by Sea	FEB 2019
252.247-7023 Alt II	Transportation of Supplies by Sea (FEB 2019) Alternate II	FEB 2019

CLAUSES INCORPORATED BY FULL TEXT

52.204-4500 INSTALLATION ACCESS REQUIREMENTS (JAN 31 2012)

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

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

52.217-8 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 expiration of the contract performance period.

(End of clause)

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

(a) The Government may extend the term of this contract by written notice to the Contractor at least 30 days prior to expiration of the current contract period; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 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)

(52.222-35 EQUAL OPPORTUNITY FOR VETERANS (JUN 2020)

(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 Federal Acquisition Regulation (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 valued at or above the threshold specified in FAR 22.1303(a) on the date of subcontract award, 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)

52.228-4500 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.

52.252-2 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):

<https://www.acquisition.gov/content/regulations>
<https://www.acquisition.gov/dfars/dfars-pgi-table-contents>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS (DEC 2018)

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

Contract financing payment means an authorized Government disbursement of monies to a contractor prior to acceptance of supplies or services by the Government.

(1) Contract financing payments include--

(i) Advance payments;

(ii) Performance-based payments;

(iii) Commercial advance and interim payments;

(iv) Progress payments based on cost under the clause at Federal Acquisition Regulation (FAR) 52.232-16, Progress Payments;

(v) Progress payments based on a percentage or stage of completion (see FAR 32.102(e)), except those made under the clause at FAR 52.232-5, Payments Under Fixed-Price Construction Contracts, or the clause at FAR 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and

(vi) Interim payments under a cost reimbursement contract, except for a cost reimbursement contract for services when Alternate I of the clause at FAR 52.232-25, Prompt Payment, is used.

(2) Contract financing payments do not include--

(i) Invoice payments;

(ii) Payments for partial deliveries; or

(iii) Lease and rental payments.

Electronic form means any automated system that transmits information electronically from the initiating system to affected systems.

Invoice payment means a Government disbursement of monies to a contractor under a contract or other authorization for supplies or services accepted by the Government.

(1) Invoice payments include--

- (i) Payments for partial deliveries that have been accepted by the Government;
 - (ii) Final cost or fee payments where amounts owed have been settled between the Government and the contractor;
 - (iii) For purposes of subpart 32.9 only, all payments made under the clause at 52.232-5, Payments Under Fixed-Price Construction Contracts, and the clause at 52.232-10, Payments Under Fixed-Price Architect-Engineer Contracts; and
 - (iv) Interim payments under a cost-reimbursement contract for services when Alternate I of the clause at 52.232-25, Prompt Payment, is used.
- (2) Invoice payments do not include contract financing payments.

Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract or task or delivery order.

Receiving report means the data prepared in the manner and to the extent required by Appendix F, Material Inspection and Receiving Report, of the Defense Federal Acquisition Regulation Supplement.

(b) Except as provided in paragraph (d) of this clause, the Contractor shall submit payment requests and receiving reports in electronic form using Wide Area WorkFlow (WAWF). The Contractor shall prepare and furnish to the Government a receiving report at the time of each delivery of supplies or services under this contract or task or delivery order.

(c) Submit payment requests and receiving reports to WAWF in one of the following electronic formats:

- (1) Electronic Data Interchange.
- (2) Secure File Transfer Protocol.
- (3) Direct input through the WAWF website.

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

(1) The Contractor has requested permission in writing to do so, and the Contracting Officer has provided instructions for a temporary alternative method of submission of payment requests and receiving reports in the contract administration data section of this contract or task or delivery order;

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

(3) DoD makes payment on a contract or task or delivery order for rendered health care services using the TRICARE Encounter Data System; or

(4) The Governmentwide commercial purchase card is used as the method of payment, in which case submission of only the receiving report in WAWF is required.

(e) Information regarding WAWF is available at <https://wawf.eb.mil/>.

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

(End of clause)

252.237-7999 REQUIREMENT FOR ACCOUNTING FIRMS USED TO SUPPORT DEPARTMENT OF DEFENSE AUDITS (MAR 2019)

- (a) This clause only applies if the Contractor is an accounting firm providing financial statement auditing or audit remediation services to the Department of Defense in support of the audits required under 31 U.S.C. 3521.
- (b) For each contract action under this contract (including award, renewal, or amendment), the Contractor shall provide to the Contracting Officer a statement setting forth the details of any disciplinary proceedings with respect to the accounting firm or its associated persons before any entity with the authority to enforce compliance with rules or laws applying to audit services offered by accounting firms, if there has been any change with regard to such proceedings since the last contract action.
- (c) The Government will safeguard and treat as confidential all statements provided pursuant to this provision where the statement has been marked “confidential” or “proprietary” by the Contractor. Statements so marked will not be released by the Government to the public pursuant to the Freedom of Information Act request, 5. U.S.C. 552, without prior notification to the Contractor and opportunity for the Contractor to claim an exemption from release. The Government will treat any statement provided pursuant to this section as confidential to the extent required by any other applicable law.

(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. 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), 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

Statement of Work For Material Management (Europe & Caribbean)

SCOPE: The contractor shall receive items ordered by the Government for Overseas shipment, and expeditiously place the items in the next available resale subsistence container (which is shipped out of Norfolk, Virginia) to the proper location of the commissaries located in Europe.

As requested by a DeCA Contracting Officer or a DeCA Transportation Specialist, the contractor shall fumigate crates delivered by the Defense Commissary Agency (DeCA) vendors that are not in compliance with the Nematode treatment requirements or similar treatment requirements. The contractor shall provide replacement treated pallets for those pallets delivered by DeCA vendors that are not in compliance with the Nematode treatment requirements of the receiving countries.

PICKUP AND DELIVERY SCHEDULE: The Contractor, upon receiving items from the vendor/supplier's carrier shall:

- a. **Manifest** in the Electronic Shipper System (ESS) the boxes/cases received in the next available resale subsistence container.
- b. Provide truck load sheet and Page information to include destination, requisition number, number of boxes or pallets, weight and cube to DeCA Transportation Office prior to container departure.
- c. Ensure that there is no visible damage to the boxes/cases received.
- d. Inspect the number of boxes/cases received and NOT the contents of the boxes/cases.
- e. Ensure the number of boxes/cases received matches the number of boxes/cases shown on the packing slip/bill of lading.
 - (1) If the number of boxes/cases received DOES NOT agree with the

packing list/bill of lading or the boxes/cases are damaged, the Contractor shall inform DeCA Transportation Office immediately. The boxes/cases WILL NOT be placed in a container for overseas shipment until DeCA Transportation Office has reconciled the inconsistencies.

- (2) If the number of boxes DOES agree with the packing list/bill of lading, the Contractor will immediately forward those forms to DeCA Transportation Office within two (2) working days of receiving the supplies/equipment.
- f. If the boxes/cases exceed the capacity of the resale subsistence containers or unforeseen delays arise, the contractor will contact DeCA Transportation Office.

Performance will include one (1) base year and four (4) options years subject to FAR Clause 52.217-9, "Option to Extend the Term of the Contract."

The Contractor shall have thirty (30) days after the end of the contract performance period to complete all supply and equipment shipments.

SHIPPING INSTRUCTIONS

Shipping Instructions

Instruction for Shipping to OCONUS using the Material Management Contracts:

Delivery to Fort Buchanan (Puerto Rico) or European locations shall be to the Point of Embarkation (MDV SpartanNash) within 14 days after electronic confirmation of each internet based order. Orders shall be addressed as shown in paragraph y of this section.

Shipping to European & Caribbean Locations shall be completed as follows:

**SHIPMENTS TO PUERTO RICO SHALL BE MADE THROUGH
MDV SPARTANNASH
1187 AZALEA GARDEN ROAD, NORFOLK, VA 23502**

Main MDV POC: Sharon Fleener
1133 Kingwood Avenue
Norfolk, VA 23502
757-858-9315

e-mail: Sharon.Fleener@spartannash.com

Other MDV POCs:
Mike Callighan 757-858-9335 / michael.callighan@spartannash.com
Mike Holloway 757-858-9318 / michael.holloway@spartannash.com

- *Please contact Mike Holloway or Mike Callighan for all appointments
- *Only Mike Holloway or Mike Callighan are authorized to sign for said packages and or shipments.
- *All shipments not labeled will be refused

Send shipments to:

**MDV SPARTANNASH COMPANY
ATTN: MIKE CALLIGHAN
1187 AZALEA GARDEN ROAD
NORFOLK, VA 23502**

Mark each shipment with:

**"FOR DEFENSE COMMISSARY AGENCY
CONTRACT NUMBER HDEC05-20-D-****-****(order)
FOR SHIPMENT TO [LOCATION]
COMMISSARY, COUNTRY]"**

For example,
send to:

**MDV SPARTANNASH
ATTN: MIKE CALLIGHAN
1187 AZALEA GARDEN ROAD
NORFOLK, VA 23502**

**FOR DEFENSE COMMISSARY AGENCY
CONTRACT NUMBER HDEC05-14-D-****-****
FOR SHIPMENT TO FORT BUCHANAN
COMMISSARY, PUERTO RICO**