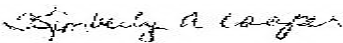


SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, AND 30				1. REQUISITION NUMBER		PAGE 1 OF 47				
2. CONTRACT NO. HDEC0219D0002		3. AWARD/EFFECTIVE DATE 04-Feb-2019		4. ORDER NUMBER		5. SOLICITATION NUMBER HDEC02-16-R-0003		6. SOLICITATION ISSUE DATE 30-May-2017		
7. FOR SOLICITATION INFORMATION CALL:		a. NAME STAR SKELTON				b. TELEPHONE NUMBER (No Collect Calls) 804-734-8000		8. OFFER DUE DATE/LOCAL TIME 03:00 PM 20 Jun 2018		
9. ISSUED BY DEFENSE COMMISSARY AGENCY RESALE CONTRACTING DIRECTORATE 1300 E AVENUE FORT LEE VA 23801-1800 TEL: FAX:		CODE HDEC02		10. THIS ACQUISITION IS <input checked="" type="checkbox"/> SMALL BUSINESS <input type="checkbox"/> HUBZONE SMALL BUSINESS <input type="checkbox"/> SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS		<input type="checkbox"/> UNRESTRICTED OR <input checked="" type="checkbox"/> SET ASIDE: 100 % FOR: <input type="checkbox"/> WOMEN-OWNED SMALL BUSINESS (WOSB) ELIGIBLE UNDER THE WOMEN-OWNED SMALL BUSINESS PROGRAM <input type="checkbox"/> EDWOSB <input type="checkbox"/> 8(A)		NAICS: 311991 SIZE STANDARD: 500		
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		14. METHOD OF SOLICITATION <input type="checkbox"/> RFQ <input type="checkbox"/> IFB <input checked="" type="checkbox"/> RFP		
15. DELIVER TO SEE SCHEDULE		CODE		16. ADMINISTERED BY SEE ITEM 9		CODE				
17a. CONTRACTOR/OFFEROR COAST PRODUCE COMPANY JOHN DUNN 1791 BAY ST LOS ANGELES CA 90021-1655 TELEPHONE NO. 213-955-4900		CODE 1FK14		FACILITY CODE 1FK14		18a. PAYMENT WILL BE MADE BY DFAS-WIDE AREA WORK FLOW COLUMBUS CENTER ATTN: DFAS -BVD COLUMBUS OH		CODE HQ0104		
<input type="checkbox"/> 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a. UNLESS BLOCK BELOW IS CHECKED <input type="checkbox"/> SEE ADDENDUM						
19. ITEM NO.		20. SCHEDULE OF SUPPLIES/ SERVICES				21. QUANTITY		22. UNIT	23. UNIT PRICE	24. AMOUNT
		SEE SCHEDULE								
25. ACCOUNTING AND APPROPRIATION DATA						26. TOTAL AWARD AMOUNT (For Govt. Use Only) \$61,441,542.00 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 type="checkbox"/> 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4. FAR 52.212-5 IS ATTACHED. ADDENDA <input type="checkbox"/> ARE <input type="checkbox"/> ARE NOT ATTACHED										
<input type="checkbox"/> 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN 0 COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.					<input checked="" type="checkbox"/> 29. AWARD OF CONTRACT: REF. FINAL PROPOSAL REVISION LETTER OFFER DATED <u>29-Oct-2018</u> . YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS: SEE SCHEDULE					
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) Kimberly A. Cooper / Contract Specialist TEL: (804) 734-8000 ext 48920 EMAIL: kimberly.cooper@deca.mil			31c. DATE SIGNED 05-Feb-2019		

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

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

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

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

32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE	32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE
	32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE

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

38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY
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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	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0003	AREA 2, Group 1 (BASE PERIOD) FFP BASE PERIOD OF PERFORMANCE: February 25, 2019- February 21, 2021 Fresh Fruits and Vegetables (FF&V) for Area 2, Group 1. See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 1 OCI" for sub-clin pricing. The Price (Guaranteed Minimum Percentage of Patron Savings) for all Other Core Items (OCI) for the "Base Performance Period" is: <u> 25 </u> %.	1	Lot	\$22,570,823.02	\$22,570,823.02 EST

AREA 2, Group 1 (BASE PERIOD)

FFP

BASE PERIOD OF PERFORMANCE: February 25, 2019- February 21, 2021

Fresh Fruits and Vegetables (FF&V) for Area 2, Group 1.

See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 1 OCI" for sub-clin pricing.

The Price (Guaranteed Minimum Percentage of Patron Savings) for all Other Core Items (OCI) for the "Base Performance Period" is: 25 %.

The following 19 store locations are included in Area 2, Group 1:
Ellsworth AFB, SD; Fort Carson, CO; Buckley AFB, CO; USAF Academy, CO;
Peterson AFB, CO; F. E. Warren AFB, WY; Offutt AFB, NE; Fort Leavenworth,
KS; Fort Riley, KS; McConnell AFB, KS; Altus AFB, OK; Cannon AFB, NM;
Sheppard AFB, TX; Tinker AFB, OK; Vance AFB, OK; Fort Sill, OK; Kirtland
AFB, NM; Minot AFB, ND; Grand Forks AFB, ND

FOB: Destination

ESTIMATED
NET AMT

\$22,570,823.02 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0004		1	Lot	\$20,351,622.46	\$20,351,622.46 EST

AREA 2, Group 1 (BASE PERIOD)
 FFP
 BASE PERIOD OF PERFORMANCE: February 25, 2019- February 21, 2021

Fresh Fruits and Vegetables (FF&V) for Area 2, Group 1.

See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 1 HVCI " for sub-clin pricing.

The Price (Guaranteed Minimum Percentage of Patron Savings) for all High Core Value Item (HVCI) for the "Base Performance Period" is a 30% savings on an overall weighted average of the HVCI items when compared to a commercial grocery store and a 20% savings on an overall weighted average of the same HVCI items when compared to a supercenter.

The following 19 store locations are included in Area 2, Group 1:
 Ellsworth AFB, SD; Fort Carson, CO; Buckley AFB, CO; USAF Academy, CO; Peterson AFB, CO; F. E. Warren AFB, WY; Offutt AFB, NE; Fort Leavenworth, KS; Fort Riley, KS; McConnell AFB, KS; Altus AFB, OK; Cannon AFB, NM; Sheppard AFB, TX; Tinker AFB, OK; Vance AFB, OK; Fort Sill, OK; Kirtland AFB, NM; Minot AFB, ND; Grand Forks AFB, ND

FOB: Destination

ESTIMATED
 NET AMT

\$20,351,622.46 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0005		1	Lot	\$6,027,666.12	\$6,027,666.12 EST

AREA 2, Group 2 (BASE PERIOD)
 FFP
 BASE PERIOD OF PERFORMANCE: February 25, 2019- February 21, 2021

Fresh Fruits and Vegetables (FF&V) for Area 2, Group 2.

See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 2 OCI" for sub-clin pricing.

The Price (Guaranteed Minimum Percentage of Patron Savings) for all Other Core Item (OCI) for the "Base Performance Period" is: 25 %.

The following 14 store locations are included in Area 2, Group 2:
 Corpus Christi NAS, TX; Dyess AFB, TX; Fort Bliss, TX; Fort Hood I, TX; Fort Hood II, TX; NAS Fort Worth, TX; Goodfellow AFB, TX; Holloman AFB, NM; Kingsville NAS, TX; Lackland AFB, TX; Laughlin AFB, TX; Randolph AFB, TX; White Sands, NM; Fort Sam Houston, TX
 FOB: Destination

ESTIMATED
 NET AMT

\$6,027,666.12 (EST.)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0006		1	Lot	\$12,491,430.40	\$12,491,430.40 EST

AREA 2, Group 2 (BASE PERIOD)
 FFP
 BASE PERIOD OF PERFORMANCE: February 25, 2019- February 21, 2021

Fresh Fruits and Vegetables (FF&V) for Area 2, Group 2.

See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 2 HVCI " for sub-clin pricing.

The Price (Guaranteed Minimum Percentage of Patron Savings) for all High Value Core Item (HVCI) for the "Base Performance Period" is a 30% savings on an overall weighted average of the HVCI items when compared to a commercial grocery store and a 20% savings on an overall weighted average of the same HVCI items when compared to a supercenter.

The following 14 store locations are included in Area 2, Group 2:
 Corpus Christi NAS, TX; Dyess AFB, TX; Fort Bliss, TX; Fort Hood I, TX; Fort Hood II, TX; NAS Fort Worth, TX; Goodfellow AFB, TX; Holloman AFB, NM; Kingsville NAS, TX; Lackland AFB, TX; Laughlin AFB, TX; Randolph AFB, TX; White Sands, NM; Fort Sam Houston, TX
 FOB: Destination

ESTIMATED NET AMT	\$12,491,430.40 (EST.)
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ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1003 OPTION	AREA 2, Group 1 (OPTION YEAR 1) FFP OPTION YEAR 1 PERIOD OF PERFORMANCE: February 22, 2021- February 20, 2022	(b) (4)	(b) (4)	(b) (4)	(b) (4)

Fresh Fruits and Vegetables (FF&V) for Area 2, Group 1.

See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 1 OCI" for sub-clin pricing.

The Price (Guaranteed Minimum Percentage of Patron Savings) for all Other Core Items (OCI) for "OPTION YEAR 1" is : (b) (4) %.

The following 19 store locations are included in Area 2, Group 1:
Ellsworth AFB, SD; Fort Carson, CO; Buckley AFB, CO; USAF Academy, CO; Peterson AFB, CO; F. E. Warren AFB, WY; Offutt AFB, NE; Fort Leavenworth, KS; Fort Riley, KS; McConnell AFB, KS; Altus AFB, OK; Cannon AFB, NM; Sheppard AFB, TX; Tinker AFB, OK; Vance AFB, OK; Fort Sill, OK; Kirtland AFB, NM; Minot AFB, ND; Grand Forks AFB, ND

FOB: Destination

M
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1004 OPTION	AREA 2, Group 1 (OPTION YEAR 1) FFP OPTION YEAR 1 PERIOD OF PERFORMANCE: February 22, 2021- February 20, 2022	(b)	(b) (4)	(b) (4)	(b) (4)

Fresh Fruits and Vegetables (FF&V) for Area 2, Group 1.

See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 1 HVCI " for sub-clin pricing.

The Price (Guaranteed Minimum Percentage of Patron Savings) for all High Core Value Items (HVCI) for "OPTION YEAR 1" is a (b) (4) savings on an overall weighted average of the HVCI items when compared to a commercial grocery store and a (b) (4) savings on an overall weighted average of the same HVCI items when compared to a supercenter.

The following 19 store locations are included in Area 2, Group 1:
Ellsworth AFB, SD; Fort Carson, CO; Buckley AFB, CO; USAF Academy, CO; Peterson AFB, CO; F. E. Warren AFB, WY; Offutt AFB, NE; Fort Leavenworth, KS; Fort Riley, KS; McConnell AFB, KS; Altus AFB, OK; Cannon AFB, NM; Sheppard AFB, TX; Tinker AFB, OK; Vance AFB, OK; Fort Sill, OK; Kirtland AFB, NM; Minot AFB, ND; Grand Forks AFB, ND

FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1005 OPTION	AREA 2, Group 2 (OPTION YEAR 1) FFP OPTION YEAR 1 PERIOD OF PERFORMANCE: February 22, 2021- February 20, 2022	(b)	(b) (4)	(b) (4)	(b) (4)

Fresh Fruits and Vegetables (FF&V) for Area 2, Group 2.

See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 2 OCI" for sub-clin pricing.

The Price (Guaranteed Minimum Percentage of Patron Savings) for all Other Core Items (OCI) for "OPTION YEAR 1" is : (b) (4) %.

The following 14 store locations are included in Area 2, Group 2:
Corpus Christi NAS, TX; Dyess AFB, TX; Fort Bliss, TX; Fort Hood I, TX; Fort Hood II, TX; NAS Fort Worth, TX; Goodfellow AFB, TX; Holloman AFB, NM; Kingsville NAS, TX; Lackland AFB, TX; Laughlin AFB, TX; Randolph AFB, TX; White Sands, NM; Fort Sam Houston, TX

FOB: Destination

ESTIMATED
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1006 OPTION	AREA 2, Group 2 (OPTION YEAR 1) FFP OPTION YEAR 1 PERIOD OF PERFORMANCE: February 22, 2021- February 20, 2022 Fresh Fruits and Vegetables (FF&V) for Area 2, Group 2.	(b)	(b) (4)	(b) (4)	(b) (4)

See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 2 HVCI " for sub-clin pricing.

The Price (Guaranteed Minimum Percentage of Patron Savings) for all High Value Core Items (HVCI) for "OPTION YEAR 1" is a (b) (4) savings on an overall weighted average of the HVCI items when compared to a commercial grocery store and a (b) (4) savings on an overall weighted average of the same HVCI items when compared to a supercenter.

The following 14 store locations are included in Area 2, Group 2:
Corpus Christi NAS, TX; Dyess AFB, TX; Fort Bliss, TX; Fort Hood I, TX; Fort Hood II, TX; NAS Fort Worth, TX; Goodfellow AFB, TX; Holloman AFB, NM; Kingsville NAS, TX; Lackland AFB, TX; Laughlin AFB, TX; Randolph AFB, TX; White Sands, NM; Fort Sam Houston, TX
FOB: Destination

ESTIMATED
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2003 OPTION	AREA 2, Group 1 (OPTION YEAR 2)	(b)	(b) (4)	(b) (4)	(b) (4)

FFP

OPTION YEAR 2 PERIOD OF PERFORMANCE: February 21, 2022- February 19, 2023

Fresh Fruits and Vegetables (FF&V) for Area 2, Group 1.

See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 1 OCI" for sub-clin pricing.

The Price (Guaranteed Minimum Percentage of Patron Savings) for all Other Core Items (OCI) for "OPTION YEAR 2" is : (b) (4) %.

The following 19 store locations are included in Area 2, Group 1:
Ellsworth AFB, SD; Fort Carson, CO; Buckley AFB, CO; USAF Academy, CO; Peterson AFB, CO; F. E. Warren AFB, WY; Offutt AFB, NE; Fort Leavenworth, KS; Fort Riley, KS; McConnell AFB, KS; Altus AFB, OK; Cannon AFB, NM; Sheppard AFB, TX; Tinker AFB, OK; Vance AFB, OK; Fort Sill, OK; Kirtland AFB, NM; Minot AFB, ND; Grand Forks AFB, ND

FOB: Destination

M
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2004 OPTION	AREA 2, Group 1 (OPTION YEAR 2)	(b)	(b) (4)	(b) (4)	(b) (4)

FFP
OPTION YEAR 2 PERIOD OF PERFORMANCE: February 21, 2022- February 19, 2023

Fresh Fruits and Vegetables (FF&V) for Area 2, Group 1.

See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 1 HVCI " for sub-clin pricing.

The Price (Guaranteed Minimum Percentage of Patron Savings) for all High Value Core Items (HVCI) for "OPTION YEAR 2" is a (b) (4) savings on an overall weighted average of the HVCI items when compared to a commercial grocery store and a (b) (4) savings on an overall weighted average of the same HVCI items when compared to a supercenter.

The following 19 store locations are included in Area 2, Group 1:
Ellsworth AFB, SD; Fort Carson, CO; Buckley AFB, CO; USAF Academy, CO; Peterson AFB, CO; F. E. Warren AFB, WY; Offutt AFB, NE; Fort Leavenworth, KS; Fort Riley, KS; McConnell AFB, KS; Altus AFB, OK; Cannon AFB, NM; Sheppard AFB, TX; Tinker AFB, OK; Vance AFB, OK; Fort Sill, OK; Kirtland AFB, NM; Minot AFB, ND; Grand Forks AFB, ND

FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2005 OPTION	AREA 2, Group 2 (OPTION YEAR 2) FFP OPTION YEAR 2 PERIOD OF PERFORMANCE: February 21, 2022- February 19, 2023	(b) (4)	(b) (4)	(b) (4)	(b) (4)

Fresh Fruits and Vegetables (FF&V) for Area 2, Group 2.

See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 2 OCI" for sub-clin pricing.

The Price (Guaranteed Minimum Percentage of Patron Savings) for all Other Value Core Items (OCI) for "OPTION YEAR 2" is : (b) (4) %.

The following 14 store locations are included in Area 2, Group 2:
Corpus Christi NAS, TX; Dyess AFB, TX; Fort Bliss, TX; Fort Hood I, TX; Fort Hood II, TX; NAS Fort Worth, TX; Goodfellow AFB, TX; Holloman AFB, NM; Kingsville NAS, TX; Lackland AFB, TX; Laughlin AFB, TX; Randolph AFB, TX; White Sands, NM; Fort Sam Houston, TX

FOB: Destination

ESTIMATED
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
2006 OPTION	AREA 2, Group 2 (OPTION YEAR 2) FFP OPTION YEAR 2 PERIOD OF PERFORMANCE: February 21, 2022- February 19, 2023	(b)	(b) (4)	(b) (4)	(b) (4)

Fresh Fruits and Vegetables (FF&V) for Area 2, Group 2.

See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 2 HVCI " for sub-clin pricing.

The Price (Guaranteed Minimum Percentage of Patron Savings) for all High Value Core Items (HVCI) for "OPTION YEAR 2" is a (b) (4) savings on an overall weighted average of the HVCI items when compared to a commercial grocery store and a 20% savings on an overall weighted average of the same HVCI items when compared to a supercenter.

The following 14 store locations are included in Area 2, Group 2:
Corpus Christi NAS, TX; Dyess AFB, TX; Fort Bliss, TX; Fort Hood I, TX; Fort Hood II, TX; NAS Fort Worth, TX; Goodfellow AFB, TX; Holloman AFB, NM; Kingsville NAS, TX; Lackland AFB, TX; Laughlin AFB, TX; Randolph AFB, TX; White Sands, NM; Fort Sam Houston, TX

FOB: Destination

ESTIMATED
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3003 OPTION	AREA 2, Group 1 (OPTION YEAR 3) FFP OPTION YEAR 3 PERIOD OF PERFORMANCE: February 20, 2023- February 18, 2024	(b)	(b) (4)	(b) (4)	(b) (4)

Fresh Fruits and Vegetables (FF&V) for Area 2, Group 1.

See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 1 OCI" for sub-clin pricing.

The Price (Guaranteed Minimum Percentage of Patron Savings) for all Other Core Items (OCI) for "OPTION YEAR 3" is : (b) (4) %.

The following 19 store locations are included in Area 2, Group 1:
Ellsworth AFB, SD; Fort Carson, CO; Buckley AFB, CO; USAF Academy, CO; Peterson AFB, CO; F. E. Warren AFB, WY; Offutt AFB, NE; Fort Leavenworth, KS; Fort Riley, KS; McConnell AFB, KS; Altus AFB, OK; Cannon AFB, NM; Sheppard AFB, TX; Tinker AFB, OK; Vance AFB, OK; Fort Sill, OK; Kirtland AFB, NM; Minot AFB, ND; Grand Forks AFB, ND

FOB: Destination

M
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3004 OPTION	AREA 2, Group 1 (OPTION YEAR 3) FFP OPTION YEAR 3 PERIOD OF PERFORMANCE: February 20, 2023- February 18, 2024	(b) (4)	(b) (4)	(b) (4)	(b) (4)

Fresh Fruits and Vegetables (FF&V) for Area 2, Group 1.

See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 1 HVCI " for sub-clin pricing.

The Price (Guaranteed Minimum Percentage of Patron Savings) for all High Value Core Items (HVCI) for "OPTION YEAR 3" is a (b) (4) savings on an overall weighted average of the HVCI items when compared to a commercial grocery store and a (b) (4) savings on an overall weighted average of the same HVCI items when compared to a supercenter.

The following 19 store locations are included in Area 2, Group 1:
Ellsworth AFB, SD; Fort Carson, CO; Buckley AFB, CO; USAF Academy, CO; Peterson AFB, CO; F. E. Warren AFB, WY; Offutt AFB, NE; Fort Leavenworth, KS; Fort Riley, KS; McConnell AFB, KS; Altus AFB, OK; Cannon AFB, NM; Sheppard AFB, TX; Tinker AFB, OK; Vance AFB, OK; Fort Sill, OK; Kirtland AFB, NM; Minot AFB, ND; Grand Forks AFB, ND

FOB: Destination

NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3005 OPTION	AREA 2, Group 2 (OPTION YEAR 3) FFP OPTION YEAR 3 PERIOD OF PERFORMANCE: February 20, 2023- February 18, 2024	(b)	(b) (4)	(b) (4)	(b) (4)

Fresh Fruits and Vegetables (FF&V) for Area 2, Group 2.

See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 2 OCI" for sub-clin pricing.

The Price (Guaranteed Minimum Percentage of Patron Savings) for all Other Core Items (OCI) for "OPTION YEAR 3" is : (b) (4) %.

The following 14 store locations are included in Area 2, Group 2:
Corpus Christi NAS, TX; Dyess AFB, TX; Fort Bliss, TX; Fort Hood I, TX; Fort Hood II, TX; NAS Fort Worth, TX; Goodfellow AFB, TX; Holloman AFB, NM; Kingsville NAS, TX; Lackland AFB, TX; Laughlin AFB, TX; Randolph AFB, TX; White Sands, NM; Fort Sam Houston, TX

FOB: Destination

ESTIMATED
NET AMT

(b) (4)

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
3006 OPTION	AREA 2, Group 2 (OPTION YEAR 3) FFP OPTION YEAR 3 PERIOD OF PERFORMANCE: February 20, 2023 - February 18, 2014.	(b)	(b) (4)	(b) (4)	(b) (4)

Fresh Fruits and Vegetables (FF&V) for Area 2, Group 2.

The Contractor is to provide Fresh Fruits and Vegetables (FF&V) to 14 commissary locations in Area 2, Group 2 for resale.

Option year three may be exercised to extend the period of performance for 12 consecutive months.

See Attachment B, Schedule of Supplies/Pricing Spreadsheet, "Area 2, Group 2 HVCI " for sub-clin pricing. Pricing shall be submitted on the spreadsheet provided and must be in accordance with addendum to FAR 52.212-1, INSTRUCTIONS TO OFFERORS-COMMERCIAL ITEMS, ITEM 4.1, BUSINESS PROPOSAL (VOLUME I).

The Price (Guaranteed Minimum Percentage of Patron Savings) for all High Value Core Items (HVCI) for "OPTION YEAR 3" is a (b) (4) savings on an overall weighted average of the HVCI items when compared to a commercial grocery store and a (b) (4) savings on an overall weighted average of the same HVCI items when compared to a supercenter.

The following 14 store locations are included in Area 2, Group 2:
Corpus Christi NAS, TX; Dyess AFB, TX; Fort Bliss, TX; Fort Hood I, TX; Fort Hood II, TX; NAS Fort Worth, TX; Goodfellow AFB, TX; Holloman AFB, NM; Kingsville NAS, TX; Lackland AFB, TX; Laughlin AFB, TX; Randolph AFB, TX; White Sands, NM; Fort Sam Houston, TX

FOB: Destination

ESTIMATED
NET AMT

(b) (4)

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

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

Unexercised Option year prices will not be published.

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

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

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

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

ADDENDUM TO FAR 52.212-4

**ADDENDUM TO FAR 52.212-4
CONTRACT TERMS AND CONDITIONS – COMMERCIAL ITEMS**

SCOPE: The Defense Commissary Agency (DeCA) will contract with a source to provide Program Buy Fresh Fruits & Vegetables (FF&V) to various store facilities assigned to Area 2, Groups 1 and 2, of DeCA's West Area. The contractor shall supply DeCA commissaries with quality products that meet or exceed the US Grade No. 1 as specified in the HVCI and OCI lists in Attachment B. Additional FF& V items not listed may be added to the contract without re-competition during contract performance with Contracting Officer and Category Manager's approval. The Technical Data Sheet version will remain in effect until superseded by a future version. Any further revisions to the TDS will automatically be incorporated into this contract and will be available at DeCA's website at www.commissaries.com.

This procurement is issued as a 100% small business set-aside, with approval by the Small Business Administration of an Individual Waiver of the Non-manufacturer rule. This waiver will allow small businesses to offer the product of a large business manufacturer for this procurement only.

1. PERIOD OF PERFORMANCE

1.1. The base period of performance is February 25, 2019 through February 21, 2021. In addition, there will be three, 12-month option (Option Year 1-February 22, 2021-February 20, 2022; Option Year 2- February 21, 2022-February 19, 2023; Option Year 3- February 20, 2023- February 18, 2024) that may be exercised at the sole discretion of the Government, subject to the terms and conditions of this contract. The based periods includes CLINS 0003-0006, Option Period One includes CLINS 1003-1006, Option Period Two includes CLINS 2003-2006, and Option Period Three includes CLINS 3003-3006.

2. ENTERPRISE BUSINESS SOLUTION (EBS)

2.1. DeCA is in the process of implementing a new supply chain system, Enterprise Business Solution (EBS), in phases over the next four years. Current legacy pricing, promotions, procurement, ordering, receiving, point of sale and warehouse systems will be phased out and new systems and processes will replace existing technology. All items, both UPC coded and PLU/GS1 based, will be sent electronically or loaded by the contractor using the EBS Vendor Portal.

DeCA will provide a standard produce spreadsheet that the vendor shall use for entering item and cost information under contract.

DeCA will follow the Produce Marketing Association (PMA) PLU/GS1 data. All items that do not fall within the PMA will be assigned by DeCA as a retailer assigned PLU. The PLU listing will be posted on DeCA's web page that can be accessed by the contractor. The contractor will use the DeCA standard PLU (Product Look Up) list provided on the DeCA web page.

All UPC based products / pre-packaged products shall be sold using the barcode, neither PLU nor GS1 DataBar stickers shall be placed over the original UPC/EAN bar codes. The UPC, PLUs, EANs, cost, description, and all other details as required by DeCA for the products will be submitted through the EBS Vendor Portal.

DeCA will request contractor to provide unique "vendor item numbers" for all produce items. The contractor shall be expected to comply with any GS1 DataBars and provide GS1 DataBar data for produce random weight items.

The EBS system requires a "parent/child" linking of produce like items for the purposes of applying consistent cost information to all like items. The contractor shall work with DeCA to identify the linked items.

For items that do not exist in the DeCA PLU list, the contractor shall request a DeCA assigned PLU before adding the items to the catalog.

All products that are sold in the store will be approved by the category manager and will have a UPC or a DeCA standard PLU/GS1. Items that are not approved by the Category Manager will not be accepted at the stores by DeCA.

DeCA may choose to use a 5 digit PLU/GS1 for random weight products. The PLU/GS1 structure will be provided by DeCA.

Ordering and receiving: DeCA will use Power DAX and Power Inventory Management for ordering and receiving in Increment two of EBS. DeCA will not use the web ordering system that will be provided by the vendor when Increment two is fully implemented. The estimated time is between 2018 and 2019. The vendor shall adhere to the standard order data format from Power DAX for all produce orders. DeCA may choose to use the vendor item numbers/ Case UPCs to order produce items. The standard Case UPC, PLUs or item numbers may be used for receiving.

The contractor will be provided ample notification to make the necessary system changes. All changes that may be required to accept or send the produce orders or receipts will be at no additional charge to DeCA.

The contractor's catalog.txt file will need to be compatible with DeCA's current produce pricing system and any changes that may be required by the Enterprise Business Solution (EBS) will be brought to the contractors attention when Increment two of EBS is rolled out.

All current and future systems /data changes will be at no additional cost to DeCA.

3. PRODUCT LINE

3.1. High Volume Core Items (HVCI). As identified by DeCA within the Schedule of Supplies/Pricing Spreadsheet, Attachment B, HVCI's comprise higher than average sales volume within the commissaries; however, based upon changes in customer buying habits, availability and other contributing factors, items can drop or increase in sales volume. During the life of the contract, the HVCI identified will not change unless the Contracting Officer, through the DeCA Produce Category Manager, approves such a change in writing.

3.2. Known-Value-Items (KVI). KVIs or 'loss leaders' are items that draw customers to DeCA stores.

3.2.1. At the Category Manager's discretion there will be a minimum of two (2), but no more than three (3) KVIs for each month. Bananas are a permanent KVI for every month of contract performance. The Schedule of Supplies/Pricing Spreadsheet, Attachment B outlines the KVI's that the contractor will be required to supply DeCA for each month during the base period; the Category Manager will advise the KVIs for each option period at the time each option is exercised.

3.2.2. DeCA's sell price of each KVI product(s) must be the same or lower than the lowest commercial price within the closest geographical proximity (10 miles) to the commissary location. (Note: For a limited number of remote commissary locations, commercial grocery stores identified for the purpose of the monthly survey may be in excess of 10 miles from a DeCA commissary). The Schedule of Supplies/Pricing Spreadsheet, Attachment B outlines the KVI's that the contractor will be required to supply DeCA for each month during the base period; the Category Manager will advise the KVIs for each option period at the time each option is exercised.

3.2.3. KVIs will always be 100% available for ordering at all commissary locations. Any incident that will prevent the KVIs from being available to the stores will be substantiated with market conditions and shared with the category manager and contracting officer.

3.3. Other Core Items (OCI). As identified by DeCA within the Schedule of Supplies/Pricing Spreadsheet, Attachment B, OCIs comprise produce with average sales volume within the commissaries; however, based upon changes in customer buying habits, availability and other contributing factors, items can drop or increase in sales volume. During the life of the contract, the OCIs identified will not change unless the Contracting Officer, through the DeCA Produce Category Manager, approves such a change in writing.

3.4. Complimentary Items: As recommended by the Contractor and approved by the DeCA Category Manager, non FF&V items may be added in specific regional areas to improve customer satisfaction and to prevent loss of patronage. The items will be designated if required in a specific area if they do not meet category management principles.

3.5. Ornamentals. Examples of this category are Indian corn, gourds, fresh wreaths and garland, pine roping, table-top holiday trees (i.e. rosemary trees), and shall be provided to the commissaries to enhance the customer's shopping experience for those typical seasonal items offered in the commercial retail market.

3.6. Value Added Items. These items are commonly known as FF&V that are washed, precut, and packaged for convenience. Value added items are expected to be supplied by the produce contractor unless otherwise excluded as determined by Category Manager. All ready to eat products should be procured from an approved source.

3.7. Contractor Add-On Items / DeCA Proposed New Items / Branded Items. This requirement is a program buy, whereby the resulting contract is an all-inclusive commodity contract. Based upon changes in customer buying habits, availability of new items, non-availability of existing items, and other contributing factors, items may be added to or removed from the final contract(s). Items that shall be added will be considered within the scope of the contract and will not require further competition.

3.7.1. Contractor proposed add-on's must be submitted to the Category Manager for consideration prior to the item(s) being included in the order catalog.

3.7.1.2. DeCA may propose an item(s) to be added to the contract. DeCA proposed item(s) must be submitted to the contractor for consideration. The contractor shall never add new items requested by a DeCA store without the approval of the Category Manager. The Contractor shall provide pricing and availability to the Category Manager for consideration prior to the item(s) being included in the contractors web-based order catalog.

3.7.1.3. The contractor may be requested to participate in a DeCA branded produce program(s). The contractor will be responsible for negotiating with DeCA's preferred vendor/broker to deliver products to the commissaries supported under this contract. These programs are developed by DeCA with participation from existing produce vendors and industry. The contractor supplying the stores with produce executes the program "as is."

3.8. Potted Plant Program: Guaranteed Sale. The contractor shall provide a 100% guaranteed sale live potted plant program for each commissary store. The contractor may also sell within the Plant Department, Category Manager approved accessory items.

3.8.1. The contractor is solely responsible for offering plants that are allowed for retail sale in accordance with local, state, and federal laws.

3.8.1.1. The contractor guarantees a credit will be issued for any and all plants and accessories ordered and received by the Government that does not sell through the front-end register.

3.8.1.2. The contractor shall provide an assortment of potted plants that is commensurate with the size and space allocated to each commissary for plants. Each commissary will provide adequate display space and/or fixtures to support the guaranteed sale plant program.

3.8.1.3. Weekly Plant Promotion/Sale. At a minimum, the contractor must conduct one weekly (Monday through Sunday) promotional/sale; at a minimum of one plant shall be featured through prominent display(s) and signage (location of display will vary by store). The contractor is also encouraged to feature its sale plant program during special events such as Farmers Markets, Truckload Sales and/or Road Show events.

3.8.1.4. Plant Support and Labeling. The contractor's merchandiser must maintain and merchandise the plants to ensure they remain attractive for resale to the commissary shopper. The contractor will provide any supplies

required for maintaining and merchandising the products to include price stickers and promotional signs. The contractor shall label each product with a sticker that contains a description, the price, and a UPC. The contractor will assign UPC's to products based upon a price point system rather than assigning codes based upon plant type and/or variety. The Government shall be responsible for updating its pricing system as price changes may occur.

3.8.1.5.Pre-Orders. The contractor will provide a pre-order form and plant order guide to the produce manager (or designee) for a designated delivery day. The produce manager or authorized ordering official will complete the pre-order form and return it to the contractor. Both the government ordering official and the contractor's representative shall sign the pre-order designating approval by both parties. In lieu of assigning a separate call order number to the pre-ordered plants, the contractors will ensure the pre-order for plants coincides with a produce call order that already exists with the contractor's web ordering system. Potted plants or ornamental produce (See paragraph 3.5, Ornamentals) will be delivered to the stores AT A MINIMUM once a week, larger stores may require multiple deliveries and will accompany one of the produce deliveries in accordance with the required contract delivery schedule. The DeCA category manager shall have the ability to add or delete the frequency of deliveries per week. Further, the contractor must use the same (one) call order number to invoice potted plants and produce. The contractor may recommend order quantities to government ordering officials.

3.8.1.6. Markdowns and Credits. The merchandiser and the produce manager shall jointly apply the markdown price to plants that need to be reduced for quick-sale. The merchandiser and produce manager will both sign a contractor supplied credit document that is to be turned in to the contractor. The contractor will issue weekly itemized credits that will be applied to the next delivery ticket invoice. The contractor shall pick up plants that do not sell and will insure proper disposal off the base/post/Government location.

4. WEB BASED RETAIL ORDERING SYSTEM

4.1. The contractor will provide and maintain an order-processing center and provide a web-based retail ordering system.

4.2. No less than 30 (thirty) days before performance is to commence, the contractor shall provide a minimum of three (3) unique log-ins and passwords to the Produce Manager located at each commissary listed under the resultant contract. The contractor shall comply with requests to provide additional log-ins and passwords for DeCA personnel at each commissary store location as requested. The contractor shall also provide the Category Manager with a unique log-in and password that may be used to monitor prices during performance.

4.3. At a minimum the system must allow for the following functionality:

4.3.1. Store-specific pricing.

4.3.2. Capability to receive and process electronic orders from each commissary location via a web-based system supported under the resulting contract.

4.3.3. Capability to email individual store produce managers an order confirmation in an invoice-type format prior to the next day's delivery.

4.3.4. Allow the user to print the Weekly Order form.

4.3.5. Capability to transmit electronic price updates.

4.3.6. Capability to print an order form that provides store and merchandiser personnel data fields to denote inventory levels. The purpose of this document is to aid merchandisers and store personnel in the process of conducting daily inventories that will facilitate order quantities.

4.3.7. Create detailed sales and order history reports.

4.3.8. Shall be available for use 24 hours a day, 7 days/week, including holidays, unless DeCA is advised otherwise and an alternate functionality is provided for the placement of orders and/or report generation.

4.3.9. The guide shall be organized into categories and have a logical layout.

4.3.10. The order guide will contain information at minimum Item Number, Product Description, Case Cost, Unit Cost, Suggested Selling Price (incl. DeCA mark-up, contractor overhead, contractor profit, transportation, etc.), , Pack, Size, PLU/ UPC, Unit of Measure, and Weight.

4.3.11. The order guide will contain a list of weekly specials.

4.3.12. Interface with the existing DeCA electronic systems without any additional cost or effort to DeCA (i.e. interface is limited to DeCA personnel).

4.3.13. The order catalog (for each store) must be downloadable in a .txt format, meeting the following requirements:

- Item number – 5 digits in length
- Item description: up to 30 characters in length
- Case cost = xxx.xx.
- Date = 05/31/2013.
- First line of text must begin with data and cannot be blank.
- The name must be named catalog.txt.
- Place a comma at the end of each line of text, then hit the enter key.

55555,ApplesRed,,,137.50,05/31/2013,[enter key]

4.4. The contractor is responsible for training all DeCA personnel on how-to use the Web-based Ordering System, if the Government determines that the proposed system requires training.

4.4.1. All training is to be conducted at the cost of the contractor.

4.4.2. If training is required, at a minimum the contractor must provide a detailed, step-by-step guide for the entire web-based system; sufficient copies must be distributed to each commissary by the contractor (email or a postal service).

4.4.3. At the discretion of the contractor, training may be conducted electronically (web-based), telephonically, or in-person.

4.4.4. Training must occur no later than 15 (fifteen) days prior to the commencement of contract performance.

4.5. No less than 30 (thirty) days before performance is to commence (first order placement), the contractor shall provide DeCA's Category Manager and Contracting Officer with an electronic version of the completed order guide (that includes all HVCI, all OCI items, and a complete list of potted plants available for ordering) and inventory form. Upon receipt of the documents, the Category Manager will review, provide guidance for any required changes, and must provide approval to release the use of both formats. The contractor will be expected to review both documents, order guide and inventory template, with the Category Manager and Contracting Officer on an as-needed basis. The contractor will make any suggested changes at no cost to the Government. For additional information on the OCI and HVCI ordering information, reference Addendum to FAR 52.212-4 Contract Terms and Conditions – Commercial Items, Ordering Information.

4.6. All items available listed in the ordering guides must be priced. Items shall not contain zero or blank prices. If items are not available for ordering that week, the item will not be listed in the ordering guide. Prices listed in the contractor's order guide must match the prices submitted to the stores and the delivery ticket invoice for the validity period of the order guide.

5. CUSTOMER SERVICE SUPPORT

5.1. The contractor will provide a dedicated customer service office committed to resolving all questions or concerns. The contractor must respond to all Government inquiries within a maximum of 60 (sixty) minutes.

6. ORDERING INFORMATION, to include SHORTAGES AND SAME DAY REPLACEMENTS

6.1. From the time of order placement, to the time of actual delivery of ALL products to each store (excluding plants), this period shall not exceed 48 hours. Any exceptions shall require the approval of the Category Manager. Orders will be placed against this contract during the contract performance period by authorized ordering officials who will place delivery orders via the contractor's website (available 24 hours a day; 7 days a week, unless otherwise specified); the contractor shall be capable of accepting orders orally by telephone, or by facsimile, in the event the web-system is down. The preferred method of ordering is via the contractor's web ordering system.

6.2. The contractor shall not substitute product(s) without first receiving approval from the store produce manager or their designated representative.

6.3. The HVCI and KVI shall be available 100% of the time for ordering unless the contractor can substantiate unavailability of these items in the market. In the event that full quantities of the HVCI and KVI are not available for delivery by the contractor and teaming partner/sub-contractor, the shorted quantities will be initiated and filled by an alternate back up supplier. All contractors and teaming partners/sub-contractors shall have sufficient alternate back up suppliers to ensure ordered quantities of HVCI and KVI are available at all times to each commissary location listed under the resultant contractor. Contractors must maintain a 98% monthly fill rate on all products ordered. If there is a shortage of any products outside the HVCI and KVI on a delivery, those items will be filled 100% on the next delivery if ordered.

6.4. The contractor shall deliver all quantities ordered in accordance with contract terms and conditions. Specifically, if the contractor is unable to completely fill an order in accordance with the requirement above, the contractor shall use an alternate source of supply (back-up supplier) to completely fill the order. The contractor is responsible for maintaining a sufficient number of alternate sources to serve as back-up suppliers by filling the order, and/or providing same day deliveries to each commissary location listed under the resultant contract. Payment of the invoice from the alternate source of supply shall be the sole responsibility of the contractor. Any additional costs (i.e., difference in price between the current week's pricing and the alternate source of supply) shall be borne by the contractor. Failure to fulfill order requirements will be documented, filed, and evaluated as part of the contractor's past performance record.

7. EMERGENCY/OUT-OF-CYCLE ORDERS

7.1. On occasion, commissary ordering personnel may need to place an emergency order or an out-of-cycle order for products that are urgently needed at which time the contractor may not be given the benefit of the full order lead time of 48 hours. The contractor shall accept all emergency or out-of-cycle orders. Delivery may be required the same-day or next business day. The contractor is expected to accommodate the request as best possible. Emergency and out of cycle orders may require an additional delivery that may require commissary personnel to issue the contractor a new call order number.

8. UNDERSIZED COMMISSARY STORE ORDERS

8.1. DeCA's smaller stores do not move the same volume of produce as larger size stores, but still must provide DeCA's customers with varieties of products, and provide a "large store" shopping experience.

8.2. Attachment I identifies the stores that must have the ability to order smaller case sizes.

8.3. The contractor shall have the capability to pack or re-pack all OCI and HVCI items into smaller case pack sizes to accommodate the ordering needs of the smaller store locations. Smaller packs shall not be sold at a difference price from larger packs.

8.4. At any time during the contract performance period, the government and/or contractor may negotiate the list of items or list of stores to be offered in smaller cases.

9. CHANGES TO ORDERS ALREADY PLACED, TIMING

9.1. TIME FRAMES FOR CHANGES TO ORDERS ALREADY PLACED:

The contractor is expected to accept changes to orders already placed provided the change is made within a designated timeframe prior to shipment. The contractor will determine the window of time that equates to “prior to shipment”, and will provide it to the contracting officer where it will be incorporated in this paragraph at the time of contract award. The contractor may accept or deny changes to orders already placed outside of the designated timeframes, regardless if the changes are submitted prior to shipment.

9.2. If the store is increasing the order, where the contractor does not have the additional items or quantities on-hand and must procure it from an alternate source where the unit price of the product will change, DeCA shall not be charged the higher price.

9.3. In those instances where commissary personnel determine an entire order, items, or quantities should be deleted from an order already placed, the contractor shall delete the entire order, or the item, or quantities without question provided commissary personnel notify the contractor by the time designated of the store initiating the change on the day DeCA personnel placed the order.

10. WEEKLY PRICE UPDATES.

10.1. Unless the Category Manager has approved an alternate pricing method (i.e., for reasons such as condensed urban markets, non-urban markets commanding higher prices, KVIs, etc.) single pricing for all commissary stores (within a Group) will apply to each line item.

10.2. Pricing for each line item in this contract shall be priced utilizing the contractor’s web-based system. Prices shall be firm-fixed and inclusive of all costs such as transportation, overhead, and profit. All items available for ordering must be priced. Items shall not contain zeros or blank prices. If items are not available for ordering that week, the item shall not be listed. Pricing in the contractor’s web-based ordering system must match the prices submitted on the delivery ticket invoice. The contractor shall ensure the unit price (case price divided by number per case) is always rounded up two decimal places i.e., applying the zero mil rule. The contractor shall also ensure the “suggested retail price” is rounded up, using the zero mil rule, after applying the 7% markup.

10.3. The contractor shall prepare a weekly ordering guide for Area 2 and electronically transmit it to the Category Manager no later than midnight Eastern Standard Time Zone, each Wednesday of the week, for pricing that will go into effect the following Monday through Sunday (Midnight, Central Standard Time Zone/ Mountain Standard Time Zone) (12:01 am, CST/MST), where applicable. Prices will be reviewed by the category management team and any issues raised will be addressed and resolved prior to publishing the prices to the stores.

10.4. The category manager reserves the right to remove any item at their discretion from the order catalog.

10.5. The contractor shall correct pricing errors made prior to the publication deadline. Errors in online pricing will be documented, and filed and evaluated as part of the Contractor's past performance record. Errors determined by the Contracting Officer to have been entered fraudulently shall be cause for termination of the contract. Frequent pricing errors may lead to further measures as prescribed by the contract terms and conditions referenced in paragraph 19.2.7., and may result in termination of the contract and affect future contract awards.

11. DISTRIBUTION AND TRANSPORTATION

11.1. All deliveries are FOB Destination to the commissary store – the contractor is responsible for all freight charges.

11.2. The contractor will provide timely deliveries (in accordance with Addendum for FAR 52.212-4, section 13, Delivery Schedule) in temperature-controlled trucks to each commissary.

11.3. Each consolidation and/or distribution center utilized by the contractor in performance of the resulting contract(s) shall have multiple temperature-controlled areas in order to meet in different recommended temperature requirements for the various products in order to maintain shelf life and ensure the products received at each location is of the freshest and highest quality.

12. DISTRIBUTION / DELIVERY REQUIREMENTS

12.1. The distribution method for shipments under the resultant contract will be Direct Store Delivery – Single Order (DSDS). Each commissary location shall determine the order quantities and place the order directly with the contractor via the Web-based Retail Order system. Product is delivered directly to the commissary store location. Orders will be placed 48 hours prior to delivery. Billing for this method of delivery is on a per call and delivery basis (one delivery ticket/invoice per day).

12.2. Remote store locations, as defined by the Category Manager, shall have priority for delivery of all products due to their less frequent schedule of deliveries.

12.3. Delivery of all products ordered will be made in the manner prescribed within DeCA's Technical Data Sheet for FF&V, dated June 2013 (Attachment A). The contractor is responsible for proper product storage, segregation, and delivery of product in US Grade 1 condition.

12.4. All deliveries must be palletized and shrink-wrapped, and must comply with all standards and certifications applicable to the products being provided. Chill sensitive items will be covered in accordance with standard commercial practices to ensure their protection at all times during shipment. Top corners of each palletized load should be reinforced to prevent damage to the cases or product packaging. Load damage should be minimized to the greatest extent possible. Heavier pallets shall not be stacked on lighter pallets to prevent case or product packaging damage.

12.5. The contractor shall not double-stack, stack wet product on top of dry product, or deliver product stacked higher than 78". An exception is where bins are allowed to be double stacked provided the commissary location has the proper material handling equipment (MHE); it is the contractor's responsibility to secure approval from each store location for this method of delivery prior to attempting. If a load is higher than 78", it will be responsibility of the contractor to breakdown the stack to manageable stacks of not taller than 60" before DeCA takes possession of the product.

13. DELIVERY SCHEDULE

13.1. The contractor shall provide on-time delivery of Fresh Fruits and Vegetables (FF&V), in accordance with the Delivery Schedule at Attachment C.

13.2. Any changes to the delivery schedule shall be coordinated through the Contracting Officer and Category Manager; no change shall be affected until a contract modification is executed by the contracting officer.

13.3. The contractor shall deliver on the required delivery days as specified in the schedule and within the required timeframe for receiving products at each commissary.

13.4. The commissary store shall coordinate any unscheduled closing (i.e. inclement weather) with the contractor for alternate delivery arrangements.

13.5. For the most up-to-date store information (i.e. phone numbers, directions), see 'Locations' on DeCA's website: <https://www.commissaries.com/locations.cfm>.

13.6. The contractor will ensure consistent and on-time delivery service is provided to each location during holidays and weekends, as required by the delivery schedule.

13.7. The contractor is responsible for delivering products and/or communicating information related to the deliveries directly to the stores. Deliveries other than as specified in the delivery schedule, without a valid change, are considered late. The contractor shall be responsible for notifying the designated point-of-contact at the store location of any late deliveries in advance. Late deliveries or failure to deliver the proper quantities will be documented with the contractor's past performance history, and could impact the decision to exercise the options or future awards.

13.8. The Category Manager will be the principle party for resolution of all delivery-related issues. The Contracting Officer must be notified if the contractor and Category Manager(s) cannot resolve any issues.

13.9. All orders shall be delivered in accordance with the established delivery schedule, except on the Federal Holidays listed below. Some store locations may require delivery of products on the regularly scheduled day that falls on one of the other federal holidays, or the Store Director or designee may reschedule product delivery for a different day other than the regularly scheduled delivery day due to reduced store personnel. The contractor shall coordinate delivery with the Store Produce Manager in advance of the holidays listed where the store may or may not be closed. It is the responsibility of the contractor to check with the store(s) regarding their operation status for all other federal, state, country-specific, etc. holidays. When a scheduled delivery day falls on one of the federal holidays that the commissary is closed, delivery will occur on the next business day. Saturday holidays are celebrated on the preceding Friday and Sunday holidays are celebrated on the following Monday.

Observed Federal Holidays

New Year's Day-CLOSED

Martin Luther King Day

President's Day

Memorial Day

4th of July

Labor Day

Columbus Day

Veterans Day

Thanksgiving Day- CLOSED

Christmas Day -CLOSED

13.10. Under unusual circumstances for operational or mission requirements, the delivery schedule and/or order quantities may fluctuate and/or change due to conditions such as Government furloughs, personnel shortages, renovation of stores, closing of existing stores, military downsizing, base realignment, or increases/decreases in personnel during crisis situations or deployment. The contractor shall work with DeCA to ensure minimal to no impact on the commissary and its patrons.

14. INSPECTION/ACCEPTANCE

14.1. Non-conforming products are products that are determined by commissary personnel (i.e., receiving personnel, Produce Manager, Store Manager), to be defective in appearance (i.e. sales appeal), ordered quantities, or otherwise fail to conform with quality standards and or contract requirements.

14.2. Product salability is based primarily on commissary patrons' perception, choice and preference and refers to produce that either sells or does not sell.

14.3. The Produce Manager or designated DeCA store representative shall document and report to the contractor (prime only), Contracting Officer, and Category Manager all non-conformances via email to the designated address

on the form (to include late deliveries, product not shipped/NIS, wrong item, etc.) utilizing a Produce Inspection Worksheet (PIW); reference Attachment J.

14.3.1. The PIW is utilized by DeCA to record all non-conformances and to document the dollar value of a credit.

14.3.2. The produce manager, or designated DeCA store representative, will complete and email a PIW to the contractor (prime only) no later than 24 hours after delivery of the shipment when the commissary has received non-conforming product. Note, under no circumstances will DeCA forward the PIW to the subcontractor and/or teaming partner if one exists. The prime contractor is solely responsible for the processing the PIW.

14.3.3. Upon return to the warehouse, the contractor will inspect the product and complete Block 18 on the PIW by checking the appropriate box titled "approved" or "denied"; the completed document must then be returned to the sender (store), Store Operations, and the Category Manager within 24 hours of receipt IAW 14.3.4. Failure to complete and return the PIW to the stated individuals within 24 hours will result in automatic credit at the full case price shown in the catalog for that pricing week.

14.3.4. If the PIW is approved, the contractor shall return the PIW to the store via email. If the PIW is denied, the contractor shall contact the store to notify them before contacting the Category Manager and Store Operations. Failure to negotiate resolution will result in elevation to the Contracting Officer for final resolution. PIWs must be resolved within 72 hours of product receipt unless elevated to the contracting officer for further dispute.

14.3.5. In the event the contractor wishes to inspect any non-conforming product, the inspection must be jointly conducted at the commissary location with commissary POC and contractor personnel. Inspections must occur within the initial 24 hours of receipt of the shipment. In the event the product fails to be inspected at the agreed upon time or no arrangements for inspection are made within 24 hours of receipt of shipment, the contractor forfeits their right for a joint inspection.

14.3.6. DeCA shall return all non-conforming product full or partial to the contractor at no cost to the Government. The contractor shall advise store personnel of the mode of return (i.e., return on next delivery). The store personnel shall ensure all non-conforming items are properly prepared and ready for pick-up. Pick-up of non-conforming products must be made at the time of the next regularly scheduled delivery. Store personnel will present the PIW to the driver at the time the products are picked up. Once the products are loaded on the truck, both the driver and the store personnel will sign the PIW. In the event the product fails to be picked-up at the next regularly scheduled delivery, the contractor forfeits their right of a product return and forfeits their rights to deny the credit; and credit will be provided to the store. The store director will have sole decision authority for the disposition of the non-conforming product.

14.3.7. In the event product is destroyed at the request of the contractor, where DeCA incurs a cost, the cost of destruction shall be charged-back to the contractor in the form of a credit to be taken against the next invoice payment.

14.3.8. The produce manager or designated representative, in addition to the rights and remedies outlined above and in FAR Clause 52.212- 4(a) may upon mutual agreement of an equitable price adjustment in the form of a partial credit, accept the nonconforming supplies. Requests for an equitable adjustment must be presented to the produce manager or designated representative within 24 hours of receipt of the product. The partial credit agreed upon must be reflected on the PIW. Failures to agree upon an equitable price adjustment will result on a full case credit request to the contractor.

14.3.9. PIWs that involve returned product may be in a pending/hold pattern beyond the typical 24 hour processing period. PIWs will not be held for greater than 72 hours without a resolution. If 72 hours transpires without a resolution being posed to the Category Manager or Contracting Officer by the contractor, the PIW amount will be automatically credited for full value.

14.3.10. When a credit is processed by the commissary the amount will be applied to the next Delivery Ticket Invoice (DTI). The contractor MUST itemize the credit (specifically list the items, case quantities, etc.) IAW the PIW(s) issued by DeCA.

14.3.11. DeCA may charge the contractor for any additional costs of inspection or testing when rejection makes re-inspection, re-test, or any type of re-handling necessary.

15. MARKET AVAILABILITY

15.1. In the event market availability provides the contractor an opportunity to deliver alternate sized, high quality items at lower prices, the contractor may temporarily be authorized to deviate from the core item size requirements stated in the Schedule of Supplies after establishing proper communication and coordination channels with the Category Manager. The contractor is required to communicate and coordinate Category Manager prior to publishing alternate sized core items in the ordering guide catalog. If the Category Manager determines the market availability opportunity is not conducive to the sales goals of the agency, the contractor is required to comply with the size requirements stated in the contract's Schedule of Supplies.

15. QUALITY ASSURANCE PROGRAM

15.1. The contractor shall establish and maintain a Quality Assurance (QA) Program that will be applied to all products and performance under this contract. At a minimum, the contractor's QA program shall include a Quality Assurance Manager to include third-party audits in accordance with industry standards.

15.2. The contractor is responsible for ensuring that a current and valid Perishable Agricultural Commodities Act (PACA) license is maintained by their growers, producers, suppliers, and shippers, for the duration of any performance under this contract.

15.3. The contractor shall ensure its current and future QA Manager(s) complete specialized training courses that demonstrate commodity training in a lab; grading standards; defect tolerances; an understanding of the Perishable Agricultural Commodities Act (PACA); sampling procedures, and hands-on inspection procedures. Acceptable training is offered by United Fresh and the USDA (Fundamentals of Produce Inspections and Commodity Labs) or equivalent. The training must be completed on or before contract performance begins. The contractor shall provide the training at no cost to the Government.

15.4. Quality Assurance Managers are Key Personnel designated positions. Prior to hiring a Quality Assurance Manager(s), the resume of the prospective employee shall be submitted to the Category Manager for review. Additionally, the contractor shall ensure that newly hired Quality Assurance Manager(s) complete the aforementioned specialized training courses prior to performance commencement.

15.5. The Government reserves the right after contract award to initiate USDA-conducted inspections at the contractor's shipping-point(s), warehouse(s), or upon the receipt of product at any of DeCAs commissaries to ensure the contractor is providing product that conforms to the specifications of the resulting contract. USDA-conducted inspections at a contractor's facility may include the accompaniment of a Government employee. The Government reserves the right to conduct such inspections on an ad-hoc basis with little to no notice. USDA and Government inspectors shall not be turned-away by the contractor and shall be granted access to all produce product areas. In the event product delivered to the commissaries, or marked for delivery to the commissaries within the contractors facility, is not in accordance with the terms and conditions of this contract, the contractor shall be held responsible for corrective actions that may include but not be limited to, a) 100% replacement of the non-conforming product, b) a chargeback/credit for non-conforming product, c) a chargeback/credit for product received that was erroneously sold within the commissaries, d) reimbursement to DeCA for all expenses incurred by the USDA to conduct the inspection(s), to include alternate work efforts and products, that is related to the non-conforming product(s).

16. PAYMENT INFORMATION

16.1. The Defense Finance Accounting Service (DFAS) Center located in Columbus, Ohio is the agency responsible for making payments to the contractor under the resultant contract. Payment is made based on the price in effect at the time of receipt at the commissary store. Billing is on a per order and shipment basis (by each store

location). Payment will be made on a per order/shipment basis (one consolidated invoice per day, per store location). All products qualify for the prompt payment terms of Net 10 days.

17. MARKET BASKET SURVEYS / SURVEILLANCE REQUIREMENTS

17.1. Reference Attachment G for the Market Basket Surveys (MBS) that shall be utilized for all surveys.

17.2. A MBS is performed jointly by the contractor and the Produce Manager or designated DeCA store representative to validate the percentage of patron savings offered by the contractor. The percentage of patron savings will be incorporated into the contract for the HVCI and OCI.

17.2.1. MBS shall be conducted at commercial grocery store(s) that are within the closest geographical proximity (10 miles) to the commissary location. The Contractor may choose the commercial grocery or commercial supercenters where the survey will be conducted. A supercenter is defined as a very large discount department store that also sells a complete line of grocery merchandise, (i.e. Walmart Supercenters), excluding memberships clubs. For a limited number of remote commissary locations, commercial grocery stores identified for the purpose of the monthly survey may be in excess of 10 miles from a DeCA commissary.

17.2.2. Each month, the Category Manager will select the commissary location(s) where the survey will be conducted. The number of commercial stores required to perform a MBS will be at the discretion of the Category Manager; however no greater than four (4) stores per Group per month.

17.2.3. The contractor will be given, at a minimum, a 3-day advance notice of the MBS execution dates; extensions or delays will not be permitted. At the time of submitting the advance notice, the Category Manager will have identified the store personnel that will jointly conduct the survey. It is the contractor's responsibility to coordinate with the identified store personnel a meeting time and location. In the event either party does not attend the planned survey, the survey shall still be conducted; however the non-attending party waives its ability to challenge any part of the survey, to include all calculations.

17.2.4. The surveys shall be conducted at no additional cost to the Government.

17.2.5. The contractor will provide the results of the MBS in their month-end Statistical Reports (reference section 27; Statistical Reporting). All MBS will require the date and signature of the designated store personnel that participated in the survey, as well as the contractor's representative.

17.2.6. The Contracting Officer and Category Manager reserves the right to perform an independent survey at any time in order to monitor contractor performance or to validate surveys. The contractor may be required to participate jointly in these surveys.

17.2.7. The Contracting Officer and Category Manager will analyze the results of each monthly MBS and validate the contractor's price (guaranteed minimum percentage of patron savings) utilizing the identical estimated annual quantities and methodology from the solicitation. If it is determined that the price (guaranteed minimum percentage of patron savings) has not been achieved for the OCI and/or HVCI, the Contracting Officer may, at their own discretion, take remedial action that will include, but not be limited to, a) increasing the frequency of the MBS, b) applying an adverse rating to the contractor's past performance rating to the contractor's past performance rating, or c) any other administrative remedies authorized by the contract.

17.2.8. After award, the Government reserves the right to update the estimated annual quantities at its discretion or will consider a request from the awardee(s) to update the estimated annual quantities.

18. PRODUCT EXCLUSIONS

18.1. Any item that is available on a Resale Ordering Agreement (ROA) shall not be provided by the produce contractor, unless prior written approval is received by the Category Manager. Examples of such items include, but are not limited to jarred products (olives, garlic, grape leaves, fruit, salsa, etc.), candy (bulk, prepackaged), product “wash” items, apple chips, apple cider, (shelf stable), croutons, kitchen, wrappers (wonton and egg roll), tofu, soy products (cheese, meat etc.) and salad dressings (chilled and/or unshelled).

18. MERCHANDISING SUPPORT

18.1. The contractor shall provide every commissary store with merchandising support; contractor-hired “merchandiser(s)”, at no additional cost to the government. The expectation of DeCA is that the contractor is an expert in produce-related matters, and are therefore expected to utilize that experience to enhance the produce operations at the store to satisfy customer preferences and facilitate favorable sales.

18.2. The merchandising support under this contract is designed to enhance the overall produce and plant programs, as well as to increase customer satisfaction through well-merchandised departments.

18.3. The contractor shall provide a sufficient number of qualified merchandising personnel to conduct weekly visits, at a minimum, to each commissary store under this contract. The number of weekly visits per store will be incorporated into the contract at the time of award (Attachment D). The Government reserves the right to increase or decrease merchandiser support hours by store contingent upon store sales or alternate contributing factors.

18.4. Merchandisers supporting DeCA must have prior produce experience before performance against this award.

18.5. Merchandisers are identified as key personnel supporting both the FF&V and potted plant departments at each store location.

18.6. No later than 10 business days prior to the start of the contract, the contractor shall provide to the Category Manager the resumes of all Merchandisers that will support each commissary.

18.7. Any time during contract performance that a merchandiser is to be hired, the contractor must submit to the Category Manager a copy of the new hire resume prior to hiring the individual for notification and review.

18.8. The contractor's merchandising personnel are expected to build and maintain a professional working relationship with commissary personnel; such actions that shall be expected of the merchandiser consists of a) independently or jointly with the produce manager, assisting in the determination of order quantities, b) assisting to identify items that are poor sellers, and suggesting items that may be added, c) cull product, d) rotate stock, e) provide training, f) plan and/or build displays, etc. At the request of the Category Manager, the merchandiser may be asked to assist in the process of taking inventories.

18.9. The contractor shall provide periodic merchandising support during promotions, resets, and/or grand opening events demonstrating show-stopping merchandising techniques, coordinated with the Category Manager, and SUPER sale priced items.

18.10. The contractor shall provide every store with point of sale material, recipe cards, pamphlets, coupons, seasonal décor, and/or other material that is often available from produce commissions. The contractor will coordinate with the Category Manager the details (i.e., frequency, method of distribution, etc.) of providing additional support materials.

18.11. The contractor shall coordinate promotional events with the Category Manager (or designee) in advance as far as possible, but not less than 30 days of any scheduled promotion.

18.12. No later than the 5th calendar day of the preceding month, the contractor shall submit a Promotional Summary Report (broken down by store location) to the Category Manager that details the results of each; include

but do not limit to, promotion description, dates, product(s), sell prices, price comparison to commercial market, total sales dollars by event, determination of success or failure, etc.).

19. PROMOTIONS, WEEKLY

19.1. Every week the contractor shall conduct, at a minimum, a promotion for seven (7) FF&V items and one (1) plant. All eight items must be available for resale Monday through Sunday. The weekly promotion must be established by the store Merchandiser with the DeCA Produce Manager in sufficient time to allow for store orders. The Merchandiser is responsible for the execution of a promotional display and/or signage that will promote the products.

19.2. The Category Manager shall approve the plan prior to execution. Any plan that is not approved and does not meet the Agency's goals or strategic objectives will not be executed in the commissaries.

20. DEMONSTRATIONS, WEEKLY

20.1. On every Saturday of every week the contractor shall conduct at least one demonstration.

20.1.1. On each pay-week Saturday, the contractor shall conduct at least one ACTIVE demonstration.

20.1.2. On each non pay-week Saturday, the contractor shall conduct at least one PASSIVE demonstration.

20.2. The Demonstration Plan shall be submitted to the Category Manager at least one week prior to the execution of the next demo, or the Contractor may make arrangements to prepare a demo schedule for a longer period of time; i.e. monthly, quarterly, etc. The Category Manager shall approve the plan prior to execution; the Category Manager retains the right to negotiate with the contractor any element of the plan during the period of contract performance.

21. PROMOTIONS, ANNUAL

21.1. The contractor is required to submit a documented annual promotional plan:

No later than 30 days after contract award and

No later than September 1 of each calendar year

21.2. The plan shall consist of the contractors strategy for in-store demonstrations, sampling events, promotional pricing, cross merchandising and/or tie-in marketing strategies. The written promotional plan shall provide, at a minimum, the following information: contract number, Group, year, month, promotions, duration of a promotion, a list of items that will be promoted, number of demos per month (to include item(s) planned to demo, calendar date for each demo, etc.), and provide the 5 top selling categories that attained the largest % in sales growth during the previous year in DeCA. The contractor is required to provide any marketing tools associated with the promotions at no additional cost to the Government.

21.3. The Category Manager shall approve the plan prior to execution. Any plan that is not approved and does not meet the Agency's goals or strategic objectives will not be executed in the commissaries.

22. OUTREACH EVENTS

22.1. The contractor is expected to support the local military community by participating in special outreach type events that may be sponsored by each installation or base commander. Outreach events are an excellent way to promote the commissary benefit as an integral partner in addressing public health in the military community. Examples of outreach events include: on-site sales at remote locations, newcomer briefs, health expositions, fun runs, National Smoke-Out Day, Operation Warm Heart, and Ride to Recovery.

23. SPECIAL BUYS

23.1. Special buys allow the contractor to offer any FF&V or potted plants item at a special reduced price, for a limited time or at a one-time reduced price. These specials may be offered at any time during the period of performance.

23.2. In the event market availability provides the contractor an opportunity to deliver alternate-sized, high quality core items at significantly lower prices, the contractor may temporarily be authorized to deviate from the core item size requirements; contractor will provide the Category Manager the details of the offer(s), consisting of but not limited to, product(s), quantity limitations, store locations, pricing, duration of the offer, response date required, etc..

23.3. Special buys may consist of alternate items other than alternate shaped. Utilizing the same criteria, the contractor will provide the Category Manager the details of the offers, consisting of but not limited to, product(s), quantity limitations, store locations, pricing, duration of the offer, response date required, etc.

23.4. The Category Manager will respond to the offer within the specified response date as to whether the Government will take advantage of the offer. After a decision has been reached, the contractor will take the appropriate action to add the approved products to their database. The Government is under no obligation to accept any offers for special buys.

24. LOCALLY GROWN PRODUCE/DVD DELIVERIES

24.1. "Locally grown" produce items are highly desirable by DeCA patrons. Contractors shall provide locally grown FF&V to the maximum extent possible, especially seasonal items such as watermelon, cantaloupes, peaches, nectarines, tomatoes, etc. The Contractor shall be amendable to increase the number of local products if the Category Manager advises that the current number being offered is insufficient.

24.2. Prices must be competitive with the local supermarkets or farmers markets; local products, as applicable to Decals item categories (i.e. OCI, HVCI, etc.) must conform to the price (guaranteed minimum percentage of patron savings).

24.3. The contractor must provide local signage for these products to include the locality of the FF&V, telling the story from field to plate.

24.4. Each store can have a unique local-FF&V assortment; therefore, not all local products can or should be offered to each store. Local Direct Vendor Deliveries (DVD) on such items will enhance "Quality, Price and SAVINGS" for our commissary patrons.

25. BRAND NAME PURCHASES

25.1. The Category Manager reserves the right to request the contractor to provide specific brand name fruits and vegetables. For the purpose of this contract, brand name fruits and vegetables are products that consumers readily identify and relate to by the brand name. Brand name fruits and vegetables are generally available on a national or regional basis. Brand name fruits or vegetables may or may not be part of the contractor's inventory.

26. STATISTICAL REPORTING

26.1. The contractor shall submit a monthly statistical performance report to the Contracting Officer and Category Manager(s) not later than the 10th business day of each month.

26.2. The report shall consist of all data as outlined in Attachment H (Monthly Performance Report).

27. FORMAL TEAMING ARRANGEMENTS:

27.1. A formal teaming arrangement is when the prime contractor will depend on the products, or capital contributions, or expertise [in part] of another company (or companies) to successfully complete the terms of the contract. The prime contractor maintains full responsibility for contract performance, regardless of any teaming arrangement between the prime contractor and its subcontractors.

27.2. If a change in teaming partners is anticipated during contract performance, the Contracting Officer must be notified 45 business days prior to implementing the change. The contracting officer must be able to determine that the change in teaming is a benefit to DeCA. The contractor is prohibited from entering into a teaming arrangement after performance has begun on this contract, without the advance written approval of the contracting officer.

28. SAM AND EDA REQUIREMENTS

28.1. The contractor shall keep its registration active and all data current in the System for Award Management (SAM) database and Electronic Document Access (EDA) throughout the duration of this contract. These databases may be accessed via the Internet at <http://www.acquisition.gov> and <https://eda2.nit.disa.mil>.

29. CONTRACTOR PERFORMANCE ASSESSMENT REPORTING SYSTEMS (CPARS)

29.1. In accordance with the President's e-Government Integrated Acquisition Environment initiative and FAR 42.15 an annual Contractor Performance Assessment Report (CPAR) is required to record a contractor's performance. The CPAR process that the Defense Commissary Agency (DeCA) will utilize is totally paperless and accessed through the NAVY CPARS system. The system may be accessed via <https://www.cpars.gov/>. For contractors to access CPARS, they must first obtain a PKI Certificate. This is an added security measure to ensure unauthorized individuals cannot access a contractor's past performance information. This is an added security measure to ensure unauthorized individuals cannot access a contractor's past performance information. You may purchase a DOD PKI certificate from one of the following 3 approved External Certificate Authority (ECA) vendors: Operational Research Consultants, Inc. (ORC) at <http://www.eca.orc.com>; VeriSign, Inc. at <http://www.verisign.com/verising-business-solutions/public-sector-solutins/ieca-eca-ertificates/index.html>; or IdenTrust, Inc. at <http://www.indentrust.com/certificates/eca/index.html>.

30. COUNTRY of ORIGIN LABELING (COOL) PROGRAM

30.1. The United States Department of Agriculture (USDA) mandated a program that implemented Country of Origin Labeling (COOL) on March 16, 2009. The updated mandate amended the Agricultural Marketing Act of 1946 (Act), and requires that PACA license holders provide the basic COOL information relating to fresh and frozen FF&V items to their customers. The USDA offers a number of ways for PACA license holders to meet the basic COOL requirements in providing the information to their customers, including the information on invoices or other transactions documents, providing the labels to the retailer or labeling the product directly. In accordance with the USDA mandate for COOL, the contractor is required to provide DeCA with COOL information by either including the information on invoices or labeling the product directly. In the future, at no cost the Government, DeCA may require the contractor to mark all cases with COOL data.

ATTACHMENTS: The following attachments are incorporated as part of this solicitation/contract:

- Attachment A – Technical Data Sheet (TDS)
- Attachment B – Schedule of Supplies/Pricing Spreadsheet
- Attachment C – Delivery Schedule
- Attachment D – FF&V Merchandising Support
- Attachment E – Deleted
- Attachment F- Deleted
- Attachment G – Market Basket Survey
- Attachment H– Monthly Performance Report
- Attachment I – Sales Band
- Attachment J– Produce Inspection Worksheet (PIW)

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
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	OCT 2016
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2016
52.204-13	System for Award Management Maintenance	OCT 2016
52.204-19	Incorporation by Reference of Representations and Certifications.	DEC 2014
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.212-4	Contract Terms and Conditions--Commercial Items	JAN 2017
52.212-5 (Dev)	Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items (Deviation 2013-O0019)	JAN 2017
52.219-6	Notice Of Total Small Business Set-Aside	NOV 2011
52.219-8	Utilization of Small Business Concerns	NOV 2016
52.219-14	Limitations On Subcontracting	JAN 2017
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003
52.222-19	Child Labor -- Cooperation with Authorities and Remedies	OCT 2016
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
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
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
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-13	Bankruptcy	JUL 1995
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	DEC 2012

252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting	OCT 2016
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	OCT 2015
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 2016
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

CLAUSES INCORPORATED BY FULL TEXT

52.204-4500 INSTALLATION ACCESS REQUIREMENTS (JAN 31 2012)

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

52.211-16 VARIATION IN QUANTITY (APR 1984)

(a) A variation in the quantity of any item called for by this contract will not be accepted unless the variation has been caused by conditions of loading, shipping, or packing, or allowances in manufacturing processes, and then only to the extent, if any, specified in paragraph (b) below.

(b) The permissible variation shall be limited to:

10 Percent increase

10 Percent decrease

This increase or decrease shall apply to each item per delivery and only with the approval of the Store Director or Designee.

(End of clause)

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

(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) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$700,000 (\$1.5 million for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

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

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

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

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

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

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

- (xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.
- (xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- (xiii)(A) 52.222-50, Combating Trafficking in Persons (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).
- (xiv) 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).
- (xv) 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).
- (xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).
- (xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).
- (xviii) 52.222-62 Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).
- (xix)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).
- (B) Alternate I (JAN 2017) of 52.224-3.
- (xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- (xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (May 2014) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.
- (xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.
- (2) While not required, the contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(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 \$50 (insert dollar figure or quantity), 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 **\$75,000 per store** (insert dollar figure or quantity);
 - (2) Any order for a combination of items in excess of **\$187,500 per store** (insert dollar figure or quantity); or
 - (3) A series of orders from the same ordering office within **1** day that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.
- (c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.
- (d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within **1** day 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)

52.216-21 REQUIREMENTS (OCT 1995)

- (a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.
- (b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- (c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.
- (d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.
- (e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.
- (f) 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 **7 days**.

(End of clause)

52.216-4512 RESPONSIBILITY FOR ISSUANCE AND ADMINISTRATION OF ORDERS (MAY 1998)

Orders may be placed against this contract by the Contracting Officer or authorized ordering officers located within the commissaries. Orders may be placed orally, electronically or in writing. Orders issued against this contract will be administered by the person who placed the order. Ordering Officers are authorized to modify orders and perform all administrative functions pertaining to such orders, including termination of orders due to late deliveries and other product nonconformances. However, administration of the contract and all terms and conditions therein, is the responsibility of the Contracting Officer.

52.217-4500 OPTION TO EXTEND CONTRACT DELIVERY (AUG 2004)

The Government may require continued delivery of any supplies within the limits and at the prices specified in the contract. This option provision may be exercised more than once, but the total extension of the delivery period 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 delivery 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 within 60 days (insert the period of time 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 30 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 5 years.

(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)

52.226-6 PROMOTING EXCESS FOOD DONATION TO NONPROFIT ORGANIZATIONS (MAY 2014)

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

Apparently wholesome food means food that meets all quality and labeling standards imposed by Federal, State, and local laws and regulations even though the food may not be readily marketable due to appearance, age, freshness, grade, size, surplus, or other conditions.

Excess food means food that--

- (1) Is not required to meet the needs of the executive agencies; and
- (2) Would otherwise be discarded.

Food-insecure means inconsistent access to sufficient, safe, and nutritious food.

Nonprofit organization means any organization that is--

- (1) Described in section 501(c) of the Internal Revenue Code of 1986; and
- (2) Exempt from tax under section 501(a) of that Code.

(b) In accordance with the Federal Food Donation Act of 2008 (42 U.S.C. 1792), the Contractor is encouraged, to the maximum extent practicable and safe, to donate excess, apparently wholesome food to nonprofit organizations that provide assistance to food-insecure people in the United States.

(c) Costs. (1) The Contractor, including any subcontractors, shall assume the responsibility for all the costs and the logistical support to collect, transport, maintain the safety of, or distribute the excess, apparently wholesome food to the nonprofit organization(s) that provides assistance to food-insecure people.

(2) The Contractor will not be reimbursed for any costs incurred or associated with the donation of excess foods. Any costs incurred for excess food donations are unallowable.

(d) Liability. The Government and the Contractor, including any subcontractors, shall be exempt from civil and criminal liability to the extent provided under the Bill Emerson Good Samaritan Food Donation Act (42 U.S.C. 1791). Nothing in this clause shall be construed to supersede State or local health regulations (subsection (f) of 42 U.S.C. 1791).

(e) Flowdown. The Contractor shall insert this clause in all contracts, task orders, delivery orders, purchase orders, and other similar instruments greater than \$25,000 with its subcontractors or suppliers, at any tier, who will perform, under this contract, the provision, service, or sale of food in the United States.

(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.

52.228-4501 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.

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

<http://arnet.gov/far>
<http://farsite.hill.af.mil>
<http://akss.dau.mil/jsp/default.jsp>

(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 (DFARS) regulation name (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from February 25, 2019 through February 18, 2024.

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

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

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

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

(End of Clause)

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

(a) Definitions. As used in this clause—

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

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

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

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

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

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

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

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

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

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

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

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

(End of clause)

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

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

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area WorkFlow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through WAWF. Both can be accessed by selecting the “Web Based Training” link on the WAWF home page at <https://wawf.eb mil/>.

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

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

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

n/a

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

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

n/a

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

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

n/a

Routing Data Table*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	n/a
Issue By DoDAAC	n/a
Admin DoDAAC	n/a
Inspect By DoDAAC	n/a

Ship To Code	n/a
Ship From Code	n/a
Mark For Code	n/a
Service Approver (DoDAAC)	n/a
Service Acceptor (DoDAAC)	n/a
Accept at Other DoDAAC	n/a
LPO DoDAAC	n/a
DCAA Auditor DoDAAC	n/a
Other DoDAAC(s)	n/a

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

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

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

n/a

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

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

n/a

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

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

(End of clause)