

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)			RATING	PAGE OF PAGES 1   59	
2. CONTRACT (Proc. Inst. Ident.) NO. HDEC08-14-C-0030		3. EFFECTIVE DATE 30 Jun 2014		4. REQUISITION/PURCHASE REQUEST/PROJECT NO. HQCMC320108001			
5. ISSUED BY DEFENSE COMMISSARY AGENCY STORE SERVICES SUPPORT DIVISION 1300 E AVENUE FORT LEE VA 23801-1800		CODE HDEC08	6. ADMINISTERED BY (If other than Item 5)  <b>See Item 5</b>			CODE	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) CENTENNIAL MANAGEMENT SERVICES, INC. VALERIE R. SMITH 1437 VANDERBILT TYLER TX 75703-0828				8. DELIVERY [ ] FOB ORIGIN [ X ] OTHER (See below)		9. DISCOUNT FOR PROMPT PAYMENT	
CODE 1B0Z2				FACILITY CODE		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:  ITEM <b>Block 12</b>	
11. SHIP TO/MARK FOR FORT HOOD II COMMISSARY 85020 10TH WARRIOR WAY FORT HOOD TX 76544-5056		CODE HQCMC3	12. PAYMENT WILL BE MADE BY DFAS-WIDE AREA WORK FLOW DFAS - CVDAAA/CO P.O. BOX 369016 COLUMBUS OH 43236-9016			CODE HQ0131	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )			14. ACCOUNTING AND APPROPRIATION DATA <b>See Schedule</b>				
15A. ITEM NO.	15B. SUPPLIES/ SERVICES		15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT	
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>						<b>\$778,503.48 EST</b>	
16. TABLE OF CONTENTS							
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CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. [ X ] CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>HDEC08-14-R-0007-0004</u>  including the additions or changes made by you which additions or changes are set forth in full above, is hereby accepted as to the terms listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your bid, and (b) this award/contract. No further contractual document is necessary. (Block 18 should be checked only when awarding a sealed-bid contract.)			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER BETTY G PERKINSON / CONTRACT SPECIALIST TEL: (804) 734-8000 ext 48613 EMAIL: betty.perkinson@deca.mil			
19B. NAME OF CONTRACTOR  BY _____ (Signature of person authorized to sign)		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA   BY _____ (Signature of Contracting Officer)		20C. DATE SIGNED  30-Jun-2014	



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AB		4,000	Case	\$0.29287	\$1,171.48 EST
	PAYMENTS FOR EXCESS OVERWRITES:				
	FFP				
	Overwrites exceeding 7% of the monthly cases, as specified in paragraph 4.3.3.8. of the PWS, will be paid at the unit price of 60% of the case price reflected in SubClin AA above. (Note: The quantity shown is an estimated quantity.)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT \$1,171.48 (EST.)

ACRN AA \$1,171.48  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC		100	Hours	\$17.14	\$1,714.00 EST
	INVENTORY PREPARATION:				
	FFP				
	Perform Inventory Preparation Services in accordance with Attachment 1 (PWS). (Note: The quantity shown is an estimated quantity.)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT \$1,714.00 (EST.)

ACRN AA \$1,714.00  
CIN: 00000000000000000000000000000000



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AF		12	Months	\$19,060.62	\$228,727.44
	CUSTODIAL OPERATIONS (STORE/ADMIN):				
	FFP				
	Perform Custodial Operations in accordance with Attachment 1 (PWS), for all areas except the meat processing/wrapping area, receiving/storage/holding area, outside areas, and paragraphs preceded with "RG".				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT \$228,727.44

ACRN AA \$228,727.44  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AG		12	Months	\$2,932.40	\$35,188.80
	CUSTODIAL OPERATIONS (MEAT ROOM):				
	FFP				
	Perform Custodial Operations for the meat processing and wrapping area in accordance with Attachment 1 (PWS), with the exception of paragraphs preceded with "RG".				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT \$35,188.80

ACRN AA \$35,188.80  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AH		12	Months	\$2,322.09	\$27,865.08
	CUSTODIAL OPERATIONS (RSHA AND OUTSIDE):				
	FFP				
	Perform Custodial Operations for the receiving/storage/holding area and outside areas in accordance with Attachment 1 (PWS), with the exception of the paragraphs preceded with "RG".				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT \$27,865.08

ACRN AA \$27,865.08  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AJ		12	Months	\$17,301.75	\$207,621.00
	RESIDUAL GROCERY OPERATIONS:				
	FFP				
	Perform Residual Grocery Operations in accordance with Attachment 1 (PWS), to include the paragraphs preceded with "RG" in shelf stocking, receiving/storage/holding area, and custodial operations.				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT \$207,621.00

ACRN AA \$207,621.00  
CIN: 00000000000000000000000000000000

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002					\$0.00
OPTION	SERVICES, NONPERSONAL: FFP Provide all necessary supervision, personnel, supplies and equipment to perform Shelf Stocking, Receiving/Storage/Holding Area (RSHA), Custodial and Residual Grocery Operations for the Fort Hood II (Warrior Way) Commissary located at Killeen, Texas, in accordance with Attachment 1, the Performance Work Statement (PWS) and all terms and conditions herein: OPTION YEAR ONE: AUGUST 1, 2015 THROUGH JULY 31, 2016 FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AA		414,816	Case	\$0.48811	\$202,475.84 EST
OPTION	SHELF STOCKING OPERATIONS: FFP Perform Shelf Stocking Operations (includes overwrites between 0 and 7%) in accordance with Attachment 1 (PWS), with the exception of the paragraphs preceded with "RG". (Note: The quantity shown is an estimated quantity.) FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT	\$202,475.84 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AB		4,000	Case	\$0.29287	\$1,171.48 EST
OPTION	PAYMENTS FOR EXCESS OVERWRITES: FFP Overwrites exceeding 7% of the monthly cases, as specified in paragraph 4.3.3.8. of the PWS, will be paid at the unit price of 60% of the case price reflected in SubClin AA above. (Note: The quantity shown is an estimated quantity.) FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT	\$1,171.48 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AC		100	Hours	\$17.14	\$1,714.00 EST
OPTION	INVENTORY PREPARATION: FFP Perform Inventory Preparation Services in accordance with Attachment 1 (PWS). (Note: The quantity shown is an estimated quantity.) FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT	\$1,714.00 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AD OPTION	RECEIVING/STORAGE/HOLDING AREA OPERATONS FFP Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1 (PWS), with the exception of the paragraphs preceded by "RG". FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001	12	Months	\$6,120.84	\$73,450.08

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NET AMT

\$73,450.08

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AE OPTION	MHE SUPPORT FOR INVENTORIES: FFP Perform Material Handling Equipment Support for Inventories in accordance with Attachment 1 (PWS). (Note: The quantity shown is an estimated quantity.) FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001	16	Hours	\$18.11	\$289.76 EST

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NET AMT

\$289.76 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AF		12	Months	\$19,060.62	\$228,727.44
OPTION	CUSTODIAL OPERATIONS (STORE/ADMIN):				
	FFP				
	Perform Custodial Operations in accordance with Attachment 1 (PWS), for all areas except the meat processing/wrapping area, receiving/storage/holding area, outside areas, and paragraphs preceded with "RG".				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT \$228,727.44

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AG		12	Months	\$2,932.40	\$35,188.80
OPTION	CUSTODIAL OPERATIONS (MEAT ROOM):				
	FFP				
	Perform Custodial Operations for the meat processing and wrapping area in accordance with Attachment 1 (PWS), with the exception of paragraphs preceded with "RG".				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT \$35,188.80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AH OPTION	CUSTODIAL OPERATIONS (RSHA AND OUTSIDE): FFP Perform Custodial Operations for the receiving/storage/holding area and outside areas in accordance with Attachment 1 (PWS), with the exception of the paragraphs preceded with "RG". FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001	12	Months	\$2,322.09	\$27,865.08

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NET AMT \$27,865.08

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0002AJ OPTION	RESIDUAL GROCERY OPERATIONS: FFP Perform Residual Grocery Operations in accordance with Attachment 1 (PWS), to include the paragraphs preceded with "RG" in shelf stocking, receiving/storage/holding area, and custodial operations. FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001	12	Months	\$17,301.75	\$207,621.00

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NET AMT \$207,621.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003 OPTION	SERVICES, NONPERSONAL: FFP Provide all necessary supervision, personnel, supplies and equipment to perform Shelf Stocking, Receiving/Storage/Holding Area (RSHA), Custodial and Residual Grocery Operations for the Fort Hood II (Warrior Way) Commissary located at Killeen, Texas, in accordance with Attachment 1, the Performance Work Statement (PWS) and all terms and conditions herein: OPTION YEAR TWO: AUGUST 1, 2016 THROUGH JULY 31, 2017 FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001				\$0.00
					<hr/>
					NET AMT
					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AA OPTION	SHELF STOCKING OPERATIONS: FFP Perform Shelf Stocking Operations (includes overwrites between 0 and 7%) in accordance with Attachment 1 (PWS), with the exception of the paragraphs preceded with "RG". (Note: The quantity shown is an estimated quantity.) FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001	414,816	Case	\$0.48811	\$202,475.84 EST
					<hr/>
					NET AMT
					\$202,475.84 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AB		4,000	Case	\$0.29287	\$1,171.48 EST
OPTION	PAYMENTS FOR EXCESS OVERWRITES: FFP Overwrites exceeding 7% of the monthly cases, as specified in paragraph 4.3.3.8. of the PWS, will be paid at the unit price of 60% of the case price reflected in SubClin AA above. (Note: The quantity shown is an estimated quantity.) FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT \$1,171.48 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AC		100	Hours	\$17.14	\$1,714.00 EST
OPTION	INVENTORY PREPARATION: FFP Perform Inventory Preparation Services in accordance with Attachment 1 (PWS). (Note: The quantity shown is an estimated quantity.) FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT \$1,714.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AD		12	Months	\$6,120.84	\$73,450.08
OPTION	RECEIVING/STORAGE/HOLDING AREA OPERATONS FFP Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1 (PWS), with the exception of the paragraphs preceded by "RG". FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT \$73,450.08

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AE		16	Hours	\$18.11	\$289.76 EST
OPTION	MHE SUPPORT FOR INVENTORIES: FFP Perform Material Handling Equipment Support for Inventories in accordance with Attachment 1 (PWS). (Note: The quantity shown is an estimated quantity.) FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT \$289.76 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AF		12	Months	\$19,060.62	\$228,727.44
OPTION	CUSTODIAL OPERATIONS (STORE/ADMIN):				
	FFP				
	Perform Custodial Operations in accordance with Attachment 1 (PWS), for all areas except the meat processing/wrapping area, receiving/storage/holding area, outside areas, and paragraphs preceded with "RG".				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT \$228,727.44

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AG		12	Months	\$2,932.40	\$35,188.80
OPTION	CUSTODIAL OPERATIONS (MEAT ROOM):				
	FFP				
	Perform Custodial Operations for the meat processing and wrapping area in accordance with Attachment 1 (PWS), with the exception of paragraphs preceded with "RG".				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT \$35,188.80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AH OPTION	CUSTODIAL OPERATIONS (RSA AND OUTSIDE): FFP Perform Custodial Operations for the receiving/storage/holding area and outside areas in accordance with Attachment 1 (PWS), with the exception of the paragraphs preceded with "RG". FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001	12	Months	\$2,322.09	\$27,865.08

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NET AMT \$27,865.08

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003AJ OPTION	RESIDUAL GROCERY OPERATIONS: FFP Perform Residual Grocery Operations in accordance with Attachment 1 (PWS), to include the paragraphs preceded with "RG" in shelf stocking, receiving/storage/holding area, and custodial operations. FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001	12	Months	\$17,301.75	\$207,621.00

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NET AMT \$207,621.00



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004					\$0.00
OPTION	SERVICES, NONPERSONAL:				
	FFP				
	Provide all necessary supervision, personnel, supplies and equipment to perform Shelf Stocking, Receiving/Storage/Holding Area (RSHA), Custodial and Residual Grocery Operations for the Fort Hood II (Warrior Way) Commissary located at Killeen, Texas, in accordance with Attachment 1, the Performance Work Statement (PWS) and all terms and conditions herein:				
	OPTION YEAR THREE: AUGUST 1, 2017 THROUGH JULY 31, 2018				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT	\$0.00
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AA		414,816	Case	\$0.48811	\$202,475.84 EST
OPTION	SHELF STOCKING OPERATIONS:				
	FFP				
	Perform Shelf Stocking Operations (includes overwrites between 0 and 7%) in accordance with Attachment 1 (PWS), with the exception of the paragraphs preceded with "RG". (Note: The quantity shown is an estimated quantity.)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT	\$202,475.84 (EST.)
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AB		4,000	Case	\$0.29287	\$1,171.48 EST

OPTION

PAYMENTS FOR EXCESS OVERWRITES:  
FFP

Overwrites exceeding 7% of the monthly cases, as specified in paragraph 4.3.3.8. of the PWS, will be paid at the unit price of 60% of the case price reflected in SubClin AA above. (Note: The quantity shown is an estimated quantity.)

FOB: Destination

PURCHASE REQUEST NUMBER: HQCMC320108001

---

NET AMT

\$1,171.48 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AC		100	Hours	\$17.14	\$1,714.00 EST

OPTION

INVENTORY PREPARATION:  
FFP

Perform Inventory Preparation Services in accordance with Attachment 1 (PWS). (Note: The quantity shown is an estimated quantity.)

FOB: Destination

PURCHASE REQUEST NUMBER: HQCMC320108001

---

NET AMT

\$1,714.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AD		12	Months	\$6,120.84	\$73,450.08
OPTION	RECEIVING/STORAGE/HOLDING AREA OPERATONS				
	FFP				
	Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1 (PWS), with the exception of the paragraphs preceded by "RG".				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

---

NET AMT

\$73,450.08

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AE		16	Hours	\$18.11	\$289.76 EST
OPTION	MHE SUPPORT FOR INVENTORIES:				
	FFP				
	Perform Material Handling Equipment Support for Inventories in accordance with Attachment 1 (PWS). (Note: The quantity shown is an estimated quantity.)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

---

NET AMT

\$289.76 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AF		12	Months	\$19,060.62	\$228,727.44
OPTION	CUSTODIAL OPERATIONS (STORE/ADMIN):				
	FFP				
	Perform Custodial Operations in accordance with Attachment 1 (PWS), for all areas except the meat processing/wrapping area, receiving/storage/holding area, outside areas, and paragraphs preceded with "RG".				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT	\$228,727.44
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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AG		12	Months	\$2,932.40	\$35,188.80
OPTION	CUSTODIAL OPERATIONS (MEAT ROOM):				
	FFP				
	Perform Custodial Operations for the meat processing and wrapping area in accordance with Attachment 1 (PWS), with the exception of paragraphs preceded with "RG".				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

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ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AH OPTION	CUSTODIAL OPERATIONS (RSHA AND OUTSIDE): FFP Perform Custodial Operations for the receiving/storage/holding area and outside areas in accordance with Attachment 1 (PWS), with the exception of the paragraphs preceded with "RG". FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001	12	Months	\$2,322.09	\$27,865.08

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NET AMT \$27,865.08

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0004AJ OPTION	RESIDUAL GROCERY OPERATIONS: FFP Perform Residual Grocery Operations in accordance with Attachment 1 (PWS), to include the paragraphs preceded with "RG" in shelf stocking, receiving/storage/holding area, and custodial operations. FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001	12	Months	\$17,301.75	\$207,621.00

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NET AMT \$207,621.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005 OPTION	SERVICES, NONPERSONAL: FFP Provide all necessary supervision, personnel, supplies and equipment to perform Shelf Stocking, Receiving/Storage/Holding Area (RSHA), Custodial and Residual Grocery Operations for the Fort Hood II (Warrior Way) Commissary located at Killeen, Texas, in accordance with Attachment 1, the Performance Work Statement (PWS) and all terms and conditions herein: OPTION YEAR FOUR: AUGUST 1, 2018 THROUGH JULY 31, 2019 FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001				\$0.00
NET AMT					\$0.00

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AA OPTION	SHELF STOCKING OPERATIONS: FFP Perform Shelf Stocking Operations (includes overwrites between 0 and 7%) in accordance with Attachment 1 (PWS), with the exception of the paragraphs preceded with "RG". (Note: The quantity shown is an estimated quantity.) FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001	414,816	Case	\$0.48811	\$202,475.84 EST
NET AMT					\$202,475.84 (EST.)

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OPTION	PAYMENTS FOR EXCESS OVERWRITES: FFP Overwrites exceeding 7% of the monthly cases, as specified in paragraph 4.3.3.8. of the PWS, will be paid at the unit price of 60% of the case price reflected in SubClin AA above. (Note: The quantity shown is an estimated quantity.) FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT \$1,171.48 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AC		100	Hours	\$17.14	\$1,714.00 EST
OPTION	INVENTORY PREPARATION: FFP Perform Inventory Preparation Services in accordance with Attachment 1 (PWS). (Note: The quantity shown is an estimated quantity.) FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001				

---

NET AMT \$1,714.00 (EST.)

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AD		12	Months	\$6,120.84	\$73,450.08
OPTION	RECEIVING/STORAGE/HOLDING AREA OPERATONS				
	FFP				
	Perform Receiving/Storage/Holding Area Operations in accordance with Attachment 1 (PWS), with the exception of the paragraphs preceded by "RG".				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

---

NET AMT \$73,450.08

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AE		16	Hours	\$18.11	\$289.76 EST
OPTION	MHE SUPPORT FOR INVENTORIES:				
	FFP				
	Perform Material Handling Equipment Support for Inventories in accordance with Attachment 1 (PWS). (Note: The quantity shown is an estimated quantity.)				
	FOB: Destination				
	PURCHASE REQUEST NUMBER: HQCMC320108001				

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NET AMT \$289.76 (EST.)



ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AF OPTION	CUSTODIAL OPERATIONS (STORE/ADMIN): FFP Perform Custodial Operations in accordance with Attachment 1 (PWS), for all areas except the meat processing/wrapping area, receiving/storage/holding area, outside areas, and paragraphs preceded with "RG". FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001	12	Months	\$19,060.62	\$228,727.44

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NET AMT \$228,727.44

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AG OPTION	CUSTODIAL OPERATIONS (MEAT ROOM): FFP Perform Custodial Operations for the meat processing and wrapping area in accordance with Attachment 1 (PWS), with the exception of paragraphs preceded with "RG". FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001	12	Months	\$2,932.40	\$35,188.80

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NET AMT \$35,188.80

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AH OPTION	CUSTODIAL OPERATIONS (RSHA AND OUTSIDE): FFP Perform Custodial Operations for the receiving/storage/holding area and outside areas in accordance with Attachment 1 (PWS), with the exception of the paragraphs preceded with "RG". FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001	12	Months	\$2,322.09	\$27,865.08

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NET AMT \$27,865.08

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0005AJ OPTION	RESIDUAL GROCERY OPERATIONS: FFP Perform Residual Grocery Operations in accordance with Attachment 1 (PWS), to include the paragraphs preceded with "RG" in shelf stocking, receiving/storage/holding area, and custodial operations. FOB: Destination PURCHASE REQUEST NUMBER: HQCMC320108001	12	Months	\$17,301.75	\$207,621.00

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NET AMT \$207,621.00

FOIA NOTICE

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

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

Unexercised Option year prices will not be published.

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

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

1. **RECENT CONTRACT AWARDS:** The first posting will take place immediately after the contracts are awarded and will contain only the base year pricing.
2. **HISTORICAL PRICING:** The second posting will take place when it is time for re-solicitation of an existing contract and will contain all CLIN and Sub-CLIN prices for the base period and all exercised options from the contract(s) under re-solicitation.

Section C - Descriptions and Specifications

PWS

**All work performed under this contract shall be in accordance with the Performance Work Statement (PWS) and all terms and conditions set forth herein. (See Attachment 1 from Section J – List of Attachments)**

**END OF SECTION C**

## Section E - Inspection and Acceptance

## CLAUSES INCORPORATED BY REFERENCE

52.246-4                      Inspection Of Services--Fixed Price                      AUG 1996

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-4504 INSPECTION AND ACCEPTANCE (OCT 1995)

- a. The inspection and acceptance point for all services performed under this contract will be the Defense Commissary Agency, Fort Hood II (Warrior Way) Commissary located in Killeen, Texas, or as otherwise specified in the Performance Work Statement (PWS) contained herein.
- b. The performance by the Contractor and the quality of work delivered, including services rendered, and any documentation or written material in support thereof, shall be subject to continuous inspections, surveillance and review for acceptance by the Contracting Officer or authorized representatives in accordance with the surveillance plan.
- c. The rights of the Government and remedies described in TE-1 of the PWS are in addition to all other rights and remedies set forth in this contract. Specifically, the Government reserves its rights under the Inspection of Services clause. Any deductions taken pursuant to the Performance Requirements Summary (PRS) shall reflect the reduced value of services performed under the contract; however, the contract issues shall be resolved in accordance with the Disputes Clause, FAR 52.233-1.

## Section F - Deliveries or Performance

## DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	N/A	N/A	N/A	N/A
0001AA	POP 01-AUG-2014 TO 31-JUL-2015	N/A	FORT HOOD II COMMISSARY 85020 10TH WARRIOR WAY FORT HOOD TX 76544-5056 FOB: Destination	HQCMC3
0001AB	POP 01-AUG-2014 TO 31-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0001AC	POP 01-AUG-2014 TO 31-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0001AD	POP 01-AUG-2014 TO 31-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0001AE	POP 01-AUG-2014 TO 31-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0001AF	POP 01-AUG-2014 TO 31-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0001AG	POP 01-AUG-2014 TO 31-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0001AH	POP 01-AUG-2014 TO 31-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0001AJ	POP 01-AUG-2014 TO 31-JUL-2015	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0002	N/A	N/A	N/A	N/A
0002AA	POP 01-AUG-2015 TO 31-JUL-2016	N/A	FORT HOOD II COMMISSARY 85020 10TH WARRIOR WAY FORT HOOD TX 76544-5056 FOB: Destination	HQCMC3
0002AB	POP 01-AUG-2015 TO 31-JUL-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0002AC	POP 01-AUG-2015 TO 31-JUL-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3

0002AD	POP 01-AUG-2015 TO 31-JUL-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0002AE	POP 01-AUG-2015 TO 31-JUL-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0002AF	POP 01-AUG-2015 TO 31-JUL-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0002AG	POP 01-AUG-2015 TO 31-JUL-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0002AH	POP 01-AUG-2015 TO 31-JUL-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0002AJ	POP 01-AUG-2015 TO 31-JUL-2016	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0003	N/A	N/A	N/A	N/A
0003AA	POP 01-AUG-2016 TO 31-JUL-2017	N/A	FORT HOOD II COMMISSARY 85020 10TH WARRIOR WAY FORT HOOD TX 76544-5056 FOB: Destination	HQCMC3
0003AB	POP 01-AUG-2016 TO 31-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0003AC	POP 01-AUG-2016 TO 31-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0003AD	POP 01-AUG-2016 TO 31-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0003AE	POP 01-AUG-2016 TO 31-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0003AF	POP 01-AUG-2016 TO 31-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0003AG	POP 01-AUG-2016 TO 31-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0003AH	POP 01-AUG-2016 TO 31-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0003AJ	POP 01-AUG-2016 TO 31-JUL-2017	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0004	N/A	N/A	N/A	N/A

0004AA POP 01-AUG-2017 TO 31-JUL-2018	N/A	FORT HOOD II COMMISSARY 85020 10TH WARRIOR WAY FORT HOOD TX 76544-5056 FOB: Destination	HQCMC3
0004AB POP 01-AUG-2017 TO 31-JUL-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0004AC POP 01-AUG-2017 TO 31-JUL-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0004AD POP 01-AUG-2017 TO 31-JUL-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0004AE POP 01-AUG-2017 TO 31-JUL-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0004AF POP 01-AUG-2017 TO 31-JUL-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0004AG POP 01-AUG-2017 TO 31-JUL-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0004AH POP 01-AUG-2017 TO 31-JUL-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0004AJ POP 01-AUG-2017 TO 31-JUL-2018	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0005 N/A	N/A	N/A	N/A
0005AA POP 01-AUG-2018 TO 31-JUL-2019	N/A	FORT HOOD II COMMISSARY 85020 10TH WARRIOR WAY FORT HOOD TX 76544-5056 FOB: Destination	HQCMC3
0005AB POP 01-AUG-2018 TO 31-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0005AC POP 01-AUG-2018 TO 31-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0005AD POP 01-AUG-2018 TO 31-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0005AE POP 01-AUG-2018 TO 31-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0005AF POP 01-AUG-2018 TO 31-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0005AG POP 01-AUG-2018 TO 31-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3



0005AH POP 01-AUG-2018 TO 31-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3
0005AJ POP 01-AUG-2018 TO 31-JUL-2019	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	HQCMC3

CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984

## Section G - Contract Administration Data

## ACCOUNTING AND APPROPRIATION DATA

AA: 97X49304J000046074231100000002528MXH000HQCMC3417600CALTN600033181  
AMOUNT: \$778,503.48  
CIN 00000000000000000000000000000000: \$778,503.48

## CLAUSES INCORPORATED BY FULL TEXT

## 52.232-4504 INVOICE AND PAYMENT (OCT 1995)

- a. The Contractor may submit monthly itemized invoices for services rendered under this contract. Invoices shall list each line item covered by the contract and the unit price per line item for services performed during the month.
- b. Any monetary deductions for services not performed or Performed unsatisfactorily shall be deducted from the amount of the invoice prior to payment (See Technical Exhibit 1 of the Performance Work Statement).
- c. In connection with any circumstances in which it is necessary to compute a daily rate of payment (i.e., services performed for less than a month), payment will be made on a pro rata basis for the actual number of working days services are performed (e.g., # days custodial services performed during the month). For those line items in which the unit price is based on an estimated number of units rather than a monthly price (e.g., est. # of cases to be stocked monthly, est. hours for equipment repair, etc.), the contractor shall be paid for actual services performed.
- d. Original invoices shall be submitted to the designated payment office. One (1) additional copy of each invoice shall be forwarded to the office of the Contracting Officer responsible for administering this contract.

## 52.246-4501 QUALITY ASSURANCE EVALUATOR (QAE) (OCT 1995)

Government employed Quality Assurance Evaluator(s) will exercise general surveillance over the contract operation to include input to the contracting officer for contractor performance evaluation.

## 52.246-4506 ACCESS TO RECORDS, DATA AND FACILITIES (OCT 1995)

The contractor shall permit Defense Contract Audit Agency and the Contracting Officer or any other authorized Government representative access to all records, data and facilities used in the performance of this contract.

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).

2 in 1

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

Destination

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

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0131
Issue By DoDAAC	HDEC08
Admin DoDAAC	HDEC08
Inspect By DoDAAC	HDEC08

Ship To Code	HQCMC3
Ship From Code	Contractor Cage Code (1B0Z2)
Mark For Code	Not Applicable
Service Approver (DoDAAC)	HQCMC3
Service Acceptor (DoDAAC)	HQCMC3
Accept at Other DoDAAC	Not Applicable
LPO DoDAAC	Not Applicable
DCAA Auditor DoDAAC	Not Applicable
Other DoDAAC(s)	Not Applicable

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(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.

Contract Specialist: Scott Moorehead, scott.moorehead@deca.mil

(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.

Contract Specialist: Scott Moorehead, scott.moorehead@deca.mil

Contracting Officer: Betty Perkinson, betty.perkinson@deca.mil

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

(End of clause)

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## 52.201-4500 AUTHORITY (OCT 1995)

The Contractor shall not in any way represent that he is a part of the United States Government or that he has the authority to contract or procure supplies on the credit of the United States of America.

(End of clause)

## 52.209-4501 PERMITS AND RESPONSIBILITIES (OCT 1995)

The Contractor shall, without additional effort by the Government, be responsible for obtaining any necessary licenses and permits, giving all notices, and complying with any applicable Federal, State, and municipal laws, codes, and regulations in connection with the supplies/services covered by this contract.

## 52.222-4502 EMPLOYMENT OF OFF-DUTY MILITARY PERSONNEL BY GOVERNMENT CONTRACTORS (OCT 1995)

Off-duty employment of military personnel by Government contractors is generally permissible provided such employment does not contravene the policies set forth in DeCAD 80-2 and provided further, that such employment does not involve the holding of a concurrent Federal Civilian position nor result in the direct receipt of Federal compensation for work performed for a Government contractor. DeCAD 80-2 prohibits off-duty employment which interferes with or is not compatible with the performance of Government duties, may reasonably be expected to bring discredit upon the Department of Defense, or is otherwise inconsistent with the requirement to avoid actions which create a conflict or the appearance of a conflict of interest.

## 52.228-4500 LIABILITY TO THIRD PERSONS (APR 1997)

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

## 52.228-4501 VEHICLE OPERATION AND INSURANCE (DEC 2001)

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

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

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

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

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

#### 52.228-4502 OTHER INSURANCE REQUIREMENTS (OCT 1995)

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

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

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

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

#### 52.232-4505 ADDITIONAL PAYMENT TERMS (OCT 1995)

Notwithstanding any other payment provision contained herein, the Government will not consider any net payment terms less than 30 days. Where no prompt payment terms are offered or net payment terms less than 30 days are offered, acceptance of the offer shall be considered to be on a net 30 days basis only.

#### 52.237-4500 OBSERVATION PERIOD (APR 2004)

The Contractor may be provided an observation period of up to two (2) weeks prior to full take over of services to be performed under this contract. The observation period shall be at no cost to the Government and solely at the option of the Contractor.

A Contractor representative may observe the current work effort prior to full take over of the Shelf Stocking, Receiving/Storage/Holding Area, Custodial, and Residual Grocery operations. During such time, the Contractor is prohibited from interfacing with the current Contractor (if applicable), to include queries as to internal procedures. However, the Contractor may interface with the Government [e.g., Store Director or Quality Assurance Evaluator (QAE)] to determine general work effort required during contract performance.

#### 52.237-4501 RELATIONSHIP BETWEEN GOVERNMENT, CONTRACTOR AND CONTRACTOR PERSONNEL (OCT 1995)

a. The Government and the Contractor understand and agree that the services to be performed under this contract by the Contractor are non-personal services and the parties recognize and agree that no employer-employee or master-servant relationship exist or will exist under the contract between the Government and the Contractor and/or

between the Government and the contractor's personnel. The contractor personnel shall be responsible, not to the Government but solely to the Contractor, who, in turn, shall be accountable to the Government.

b. The Government shall not exercise any supervision or control over Contractor personnel performing services under this contract. Contractor personnel shall not be placed under the supervision, direction, or evaluation of a Federal officer, military or civilian, in connection with performance under this contract. Likewise, Contractor personnel shall not be placed in a position of command, supervision, administration or control over DOD military or civilian personnel, or personnel of other prime contractors, performing under this contract.

c. The Contractor shall be responsible for selecting personnel who are well qualified to perform the required services, for supervising techniques used in their work and for keeping them informed of all improvements, changes and method of operations.

d. Rules, regulations, directives and requirements which are issued during the contract term by DOD Military Command Authorities, under their responsibility for law and order, administration, and security on the installation shall be applicable to all Contractor personnel or representatives who enter the installation, or who travel on Government transportation. This requirement shall not be construed or interpreted to establish any degree of Government control which is inconsistent with the intent of a non-personal services contract. Contractor personnel or representatives shall be subject to such checks as may be deemed necessary to assure that their presence on the installation does not violate these requirements. No employee will be permitted on the installation when such a check reveals that his presence would be detrimental to the security of the installation or the accomplishment of work. When directed by the Contracting Officer, the Contractor shall remove any employee from an assignment to perform services under this contract for reasons of misconduct or breaches of security in connection with his or her employment. Under such circumstances, replacement cost will be a Contractor expense and not reimbursable by the Government. In other instances, the Contractor shall take appropriate personnel action as required in the event of the employee misconduct in connection with his or her employment.

e. The services to be performed under this contract shall not require the Contractor or his employees to exercise personal judgement and discretion on behalf of the Government, but rather, the Contractor's employee shall act and exercise personal judgement and discretion on behalf of the contractor.

f. Contractor and Contractor personnel shall not be considered employees of the Federal Government and shall not be eligible, by virtue of performance under this contract, for payment by the Government of entitlements and benefits accorded federal employees.

g. The entire consideration to the Contractor for performance of this contract is contained in the provisions for payment set forth in this contract.

#### 52.237-4503 MOBILIZATION AND CONTINGENCY PLANNING (OCT 1995)

a. In the event of a general or limited mobilization of reserve forces or an emergency which impacts upon contract performance, the contractor shall take whatever measures needed to meet any new demands placed upon him. Such demands may require increased contractor furnished property, materials, extended work hours and increased number of personnel. Added responsibility, as a result of this requirement will be added by change order or supplemental agreement by the Contracting Officer. No price increase shall become effective until approval by the Contracting Officer.

b. To ensure that Government operations, which depend upon the services provided by this contract, can proceed with no or only minimal disruption, the contractor shall therefore plan for a mobilization or similar emergency and take actions needed to rapidly expand his contract capabilities to meet the exigency. Added responsibilities as a result of this requirement, will be added by change order or supplemental agreement by the Contracting Officer. No price increase shall become effective until approval by the Contracting Officer.



#### 52.245-4500 MEDICAL TREATMENT (OCT 1995)

Government emergency vehicles and medical personnel may be used in emergency situations affecting Contractor personnel whose life may be in danger or who is suffering unendurable pain. Government facilities may be used in these instances as the first point of treatment. Transfer to other than Government medical treatment facilities shall be effected as soon as possible and as determined by attending medical authorities. Based on medical center policies in effect, charges may be made to the employee.

#### 52.246-4505 GOVERNMENT PERFORMANCE OF SERVICES (OCT 1995)

a. If, for any reason, the Contractor fails to perform any services covered by this contract, or should an emergency require performance of services beyond the capability of the contractor, the Government may, if the Contracting Officer determines that the mission at the Fort Hood II (Warrior Way) Commissary is endangered, perform or supplement performance of such contract services with Government personnel. Such performance shall not constitute a breach of contract by the Government.

b. If the Government performs services with Government personnel because of the Contractor's failure to perform, as provided in paragraph "a" above, the Contractor shall permit the Government to use and operate such equipment as necessary to perform the function during a period not to exceed one hundred twenty (120) days at the location covered by the contract. The Government's right to use Contractor equipment, pursuant to this subparagraph b, shall cease in the event of cancellation of the contract. During this period any contractor-owned equipment used by the Government shall be maintained by the Government.

c. The Government shall be entitled to an equitable adjustment for the services, if any, which were performed by the Government personnel due to the Contractor's failure to perform required services. The deduction shall be made in accordance with other provisions of this contract. Government performance of services will not constitute a termination for convenience by the Government within the meaning of the FAR Clause 52.249-2.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	APR 1984
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	OCT 2010
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	JAN 1997
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	JAN 1997
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	SEP 2013
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-7	System for Award Management	JUL 2013
52.204-9	Personal Identity Verification of Contractor Personnel	JAN 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	JUL 2013
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	AUG 2013
52.209-9	Updates of Publicly Available Information Regarding Responsibility Matters	JUL 2013
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.219-8	Utilization of Small Business Concerns	JUL 2013
52.219-14	Limitations On Subcontracting	NOV 2011
52.222-3	Convict Labor	JUN 2003
52.222-4	Contract Work Hours and Safety Standards Act - Overtime Compensation	JUL 2005
52.222-21	Prohibition Of Segregated Facilities	FEB 1999
52.222-26	Equal Opportunity	MAR 2007
52.222-35	Equal Opportunity for Veterans	SEP 2010
52.222-36	Affirmative Action For Workers With Disabilities	OCT 2010
52.222-37	Employment Reports on Veterans	SEP 2010
52.222-41	Service Contract Act Of 1965	NOV 2007
52.222-43	Fair Labor Standards Act And Service Contract Act - Price Adjustment (Multiple Year And Option)	SEP 2009
52.222-50	Combating Trafficking in Persons	FEB 2009
52.223-3	Hazardous Material Identification And Material Safety Data	JAN 1997
52.223-5	Pollution Prevention and Right-to-Know Information	MAY 2011
52.223-6	Drug-Free Workplace	MAY 2001
52.223-10	Waste Reduction Program	MAY 2011
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007

52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.228-5	Insurance - Work On A Government Installation	JAN 1997
52.229-3	Federal, State And Local Taxes	FEB 2013
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-11	Extras	APR 1984
52.232-17	Interest	OCT 2010
52.232-23 Alt I	Assignment of Claims (Jan 1986) - Alternate I	APR 1984
52.232-25	Prompt Payment	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	JUL 2002
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.237-2	Protection Of Government Buildings, Equipment, And Vegetation	APR 1984
52.237-3	Continuity Of Services	JAN 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1 Alt I	Changes--Fixed Price (Aug 1987) - Alternate I	APR 1984
52.244-6	Subcontracts for Commercial Items	DEC 2013
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-25	Limitation Of Liability--Services	FEB 1997
52.248-1	Value Engineering	OCT 2010
52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
252.201-7000	Contracting Officer's Representative	DEC 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
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 Terrorist Country	DEC 2006
252.216-7009	Allowability of Legal Costs Incurred in Connection With a Whistleblower Proceeding	SEP 2013
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7006	Prohibition On Storage And Disposal Of Toxic And Hazardous Materials	APR 2012
252.225-7048	Export-Controlled Items	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7010	Levies on Contract Payments	DEC 2006
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013

252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAY 2013
252.247-7023	Transportation of Supplies by Sea	JUN 2013

#### CLAUSES INCORPORATED BY FULL TEXT

##### 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

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

(End of clause)

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

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

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

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 60 months.

(End of clause)

##### 52.217-4504 EXERCISE OF OPTION (OCT 1995)

Should the Government exercise its option to extend the term of this contract, the rates set forth in the Schedule (Section B) for each option period shall apply, except as provided by the clause entitled "Fair Labor Standards Act and Service Contract Act - Price Adjustment (Multi Year and Option Contracts)" which is incorporated by reference in the Contract Clauses, Section I of this contract.

##### 52.219-6 NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE (NOV 2011)

(a) Definition.

"Small business concern," as used in this clause, means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the size standards in this solicitation.

(b) Applicability. This clause applies only to--

(1) Contracts that have been totally set aside or reserved for small business concerns; and

(2) Orders set aside for small business concerns under multiple-award contracts as described in 8.405-5 and 16.505(b)(2)(i)(F).

(c) General. (1) Offers are solicited only from small business concerns. Offers received from concerns that are not small business concerns shall be considered nonresponsive and will be rejected.

(2) Any award resulting from this solicitation will be made to a small business concern.

(d) Agreement. A small business concern submitting an offer in its own name shall furnish, in performing the contract, only end items manufactured or produced by small business concerns in the United States or its outlying areas. If this procurement is processed under simplified **acquisition** procedures and the total amount of this contract does not exceed \$25,000, a small business concern may furnish the product of any domestic firm. This paragraph does not apply to construction or service contracts.

(End of clause)

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

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

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

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

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

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

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

(3) For long-term contracts--

(i) Within 60 to 120 days prior to the end of the fifth year of the contract; and

(ii) Within 60 to 120 days prior to the date specified in the contract for exercising any option thereafter.

(c) The Contractor shall rerepresent its size status in accordance with the size standard in effect at the time of this rerepresentation that corresponds to the North American Industry Classification System (NAICS) code assigned to this contract. The small business size standard corresponding to this NAICS code can be found at <http://www.sba.gov/content/table-small-business-size-standards>.

(d) The small business size standard for a Contractor providing a product which it does not manufacture itself, for a contract other than a construction or service contract, is 500 employees.

(e) Except as provided in paragraph (g) of this clause, the Contractor shall make the representation required by paragraph (b) of this clause by validating or updating all its representations in the Representations and Certifications section of the System for Award Management (SAM) and its other data in SAM, as necessary, to ensure that they reflect the Contractor's current status. The Contractor shall notify the contracting office in writing within the timeframes specified in paragraph (b) of this clause that the data have been validated or updated, and provide the date of the validation or update.

(f) If the Contractor represented that it was other than a small business concern prior to award of this contract, the Contractor may, but is not required to, take the actions required by paragraphs (e) or (g) of this clause.

(g) If the Contractor does not have representations and certifications in SAM, or does not have a representation in SAM for the NAICS code applicable to this contract, the Contractor is required to complete the following rerepresentation and submit it to the contracting office, along with the contract number and the date on which the rerepresentation was completed:

The Contractor represents that it ( ) is, ( ) is not a small business concern under NAICS Code 561990- assigned to contract number \_\_\_\_\_.

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

(End of clause)

#### 52.222-17 Nondisplacement of Qualified Workers. (JAN 2013)

(a) Service employee, as used in this clause, means any person engaged in the performance of a service contract other than any person employed in a bona fide executive, administrative, or professional capacity, as those terms are defined in 29 CFR part 541. The term "service employee" includes all such persons regardless of any contractual relationship that may be alleged to exist between a contractor or subcontractor and such persons.

(b) The Contractor and its subcontractors shall, except as otherwise provided herein, in good faith offer those service employees employed under the predecessor contract whose employment will be terminated as a result of award of this contract or the expiration of the contract under which the service employees were hired, a right of first refusal of employment under this contract in positions for which the service employees are qualified.

(1) The Contractor and its subcontractors shall determine the number of service employees necessary for efficient performance of this contract and may elect to employ fewer employees than the predecessor Contractor employed in connection with performance of the work.

(2) Except as provided in paragraph (c) of this clause, there shall be no employment opening under this contract, and the Contractor and any subcontractors shall not offer employment under this contract, to any person prior to having complied fully with this obligation.

(i) The successor Contractor and its subcontractors shall make a bona fide express offer of employment to each service employee as provided herein and shall state the time within which the service employee must accept such offer, but in no case shall the period within which the service employee must accept the offer of employment be less than 10 days.

(ii) The successor Contractor and its subcontractors shall decide any question concerning a service employee's qualifications based upon the individual's education and employment history, with particular emphasis on the employee's experience on the predecessor contract, and the Contractor may utilize employment screening processes only when such processes are provided for by the contracting agency, are conditions of the service contract, and are consistent with Executive Order 13495.

(iii) Where the successor Contractor does not initially offer employment to all the predecessor contract service employees, the obligation to offer employment shall continue for 90 days after the successor contractor's first date of performance on the contract.

(iv) An offer of employment will be presumed to be bona fide even if it is not for a position similar to the one the employee previously held, but is one for which the employee is qualified, and even if it is subject to different employment terms and conditions, including changes to pay or benefits. (See 29 CFR 9.12 for a detailed description of a bonafide offer of employment).

(c)(1) Notwithstanding the obligation under paragraph (b) of this clause, the successor Contractor and any subcontractors (i) may employ under this contract any service employee who has worked for the contractor or subcontractor for at least three months immediately preceding the commencement of this contract and who would otherwise face lay-off or discharge, (ii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor who are not service employees within the meaning of the Service Contract Act, 41 U.S.C. 6701(3), and (iii) are not required to offer a right of first refusal to any service employee(s) of the predecessor contractor whom the Contractor or any of its subcontractors reasonably believes, based on the particular service employee's past performance, has failed to perform suitably on the job (see 29 CFR 9.12(c)(4) for additional information). The successor Contractor bears the responsibility of demonstrating the appropriateness of claiming any of these exceptions.

(2) In addition, any Contractor or subcontractor that has been certified by the U.S. Small Business Administration as a HUBZone small business concern must ensure that it complies with the statutory and regulatory requirements of the HUBZone Program (e.g., it must ensure that at least 35 percent of all of its employees reside within a HUBZone). The HUBZone small business Contractor or subcontractor must consider whether it can meet the requirements of this clause and Executive Order 13495 while also ensuring it meets the HUBZone Program's requirements.

(3) Nothing in this clause shall be construed to permit a Contractor or subcontractor to fail to comply with any provision of any other Executive order or law. For example, the requirements of the HUBZone Program (see FAR subpart 19.13), Executive Order 11246 (Equal Employment Opportunity), and the Vietnam Era Veterans' Readjustment Assistance Act of 1974 may conflict, in certain circumstances, with the requirements of Executive Order 13495. All applicable laws and Executive orders must be satisfied in tandem with, and if necessary prior to, the requirements of Executive Order 13495, 29 CFR part 9, and this clause.

(d)(1) The Contractor shall, not less than 30 days before completion of the Contractor's performance of services on the contract, furnish the Contracting Officer with a certified list of the names of all service employees working under this contract and its subcontracts at the time the list is submitted. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts with either the current or predecessor contractors or their subcontractors. Where changes to the workforce are made after the

submission of the certified list described in this paragraph, the Contractor shall, in accordance with paragraph (e) of this clause, not less than 10 days before completion of the services on this contract, furnish the Contracting Officer with an updated certified list of the names of all service employees employed within the last month of contract performance. The updated list shall also contain anniversary dates of employment, and, where applicable, dates of separation of each service employee under the contract and its predecessor contracts with either the current or predecessor Contractors or their subcontractors.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(3) The Contracting Officer will direct the predecessor Contractor to provide written notice (Appendix B to 29 CFR chapter 9) to service employees of their possible right to an offer of employment with the successor contractor. Where a significant portion of the predecessor Contractor's workforce is not fluent in English, the notice shall be provided in English and the language(s) with which service employees are more familiar. The written notice shall be—

(i) Posted in a conspicuous place at the worksite; or (ii) Delivered to the service employees individually. If such delivery is via email, the notification must result in an electronic delivery receipt or some other reliable confirmation that the intended recipient received the notice.

(e)(1) If required in accordance with 52.222-41(n), the predecessor Contractor shall, not less than 10 days before completion of this contract, furnish the Contracting Officer a certified list of the names of all service employees working under this contract and its subcontracts during the last month of contract performance. The list shall also contain anniversary dates of employment of each service employee under this contract and its predecessor contracts either with the current or predecessor Contractors or their subcontractors. If there are no changes to the workforce before the predecessor contract is completed, then the predecessor Contractor is not required to submit a revised list 10 days prior to completion of performance and the requirements of 52.222-41(n) are met. When there are changes to the workforce after submission of the 30-day list, the predecessor Contractor shall submit a revised certified list not less than 10 days prior to performance completion.

(2) Immediately upon receipt of the certified service employee list but not before contract award, the contracting officer shall provide the certified service employee list to the successor contractor, and, if requested, to employees of the predecessor contractor or subcontractors or their authorized representatives.

(f) The Contractor and subcontractor shall maintain the following records (regardless of format, e.g., paper or electronic) of its compliance with this clause for not less than a period of three years from the date the records were created.

(1) Copies of any written offers of employment or a contemporaneous written record of any oral offers of employment, including the date, location, and attendance roster of any service employee meeting(s) at which the offers were extended, a summary of each meeting, a copy of any written notice that may have been distributed, and the names of the service employees from the predecessor contract to whom an offer was made.

(2) A copy of any record that forms the basis for any exemption claimed under this part.

(3) A copy of the service employee list provided to or received from the contracting agency.

(4) An entry on the pay records of the amount of any retroactive payment of wages or compensation under the supervision of the Administrator of the Wage and Hour Division to each service employee, the period covered by such payment, and the date of payment, and a copy of any receipt form provided by or authorized by the Wage and Hour Division. The Contractor shall also deliver a copy of the receipt to the service employee and file the original, as evidence of payment by the Contractor and receipt by the service employee, with the Administrator or an authorized representative within 10 days after payment is made.



(g) Disputes concerning the requirements of this clause shall not be subject to the general disputes clause (52.233-1) of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 9. Disputes within the meaning of this clause include disputes between or among any of the following: The Contractor, the contracting agency, the U.S. Department of Labor, and the service employees under the contract or its predecessor contract. The Contracting Officer will refer any service employee who wishes to file a complaint, or ask questions concerning this contract clause, to the: Branch of Government Contracts Enforcement, Wage and Hour Division, U.S. Department of Labor, 200 Constitution Avenue NW., Washington, DC 20210. Contact email: [displaced@dol.gov](mailto:displaced@dol.gov).

(h) The Contractor shall cooperate in any review or investigation by the Department of Labor into possible violations of the provisions of this clause and shall make such records requested by such official(s) available for inspection, copying, or transcription upon request.

(i) If it is determined, pursuant to regulations issued by the Secretary of Labor (Secretary), that the Contractor or its subcontractors are not in compliance with the requirements of this clause or any regulation or order of the Secretary, appropriate sanctions may be imposed and remedies invoked against the Contractor or its subcontractors, as provided in Executive Order 13495, the regulations, and relevant orders of the Secretary, or as otherwise provided by law.

(j) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance. However, if the Contractor, as a result of such direction, becomes involved in litigation with a subcontractor, or is threatened with such involvement, the Contractor may request that the United States, through the Secretary, enter into such litigation to protect the interests of the United States.

(k) The Contracting Officer will withhold, or cause to be withheld, from the prime Contractor under this or any other Government contract with the same prime Contractor, such sums as an authorized official of the Department of Labor requests, upon a determination by the Administrator, the Administrative Law Judge, or the Administrative Review Board, that there has been a failure to comply with the terms of this clause and that wages lost as a result of the violations are due to service employees or that other monetary relief is appropriate. If the Contracting Officer or the Administrator, upon final order of the Secretary, finds that the Contractor has failed to provide a list of the names of service employees working under the contract, the Contracting Officer may, in his or her discretion, or upon request by the Administrator, take such action as may be necessary to cause the suspension of the payment of contract funds until such time as the list is provided to the Contracting Officer.

(l) Subcontracts. In every subcontract over the simplified acquisition threshold entered into in order to perform services under this contract, the Contractor shall include a provision that ensures—

(1) That each subcontractor will honor the requirements of paragraphs (b) through (c) of this clause with respect to the service employees of a predecessor subcontractor or subcontractors working under this contract, as well as of a predecessor Contractor and its subcontractors;

(2) That the subcontractor will provide the Contractor with the information about the service employees of the subcontractor needed by the Contractor to comply with paragraphs (d) and (e) of this clause; and

(3) The recordkeeping requirements of paragraph (f) of this clause.

52.222-40 NOTIFICATION OF EMPLOYEE RIGHTS UNDER THE NATIONAL LABOR RELATIONS ACT  
(DEC 2010)

(a) During the term of this contract, the Contractor shall post an employee notice, of such size and in such form, and containing such content as prescribed by the Secretary of Labor, in conspicuous places in and about its plants and offices where employees covered by the National Labor Relations Act engage in activities relating to the performance of the contract, including all places where notices to employees are customarily posted both physically and electronically, in the languages employees speak, in accordance with 29 CFR 471.2(d) and (f).

(1) Physical posting of the employee notice shall be in conspicuous places in and about the Contractor's plants and offices so that the notice is prominent and readily seen by employees who are covered by the National Labor Relations Act and engage in activities related to the performance of the contract.

(2) If the Contractor customarily posts notices to employees electronically, then the Contractor shall also post the required notice electronically by displaying prominently, on any Web site that is maintained by the Contractor and is customarily used for notices to employees about terms and conditions of employment, a link to the Department of Labor's Web site that contains the full text of the poster. The link to the Department's Web site, as referenced in (b)(3) of this section, must read, "Important Notice about Employee Rights to Organize and Bargain Collectively with Their Employers."

(b) This required employee notice, printed by the Department of Labor, may be--

(1) Obtained from the Division of Interpretations and Standards, Office of Labor-Management Standards, U.S. Department of Labor, 200 Constitution Avenue, NW., Room N-5609, Washington, DC 20210, (202) 693-0123, or from any field office of the Office of Labor-Management Standards or Office of Federal Contract Compliance Programs;

(2) Provided by the Federal contracting agency if requested;

(3) Downloaded from the Office of Labor-Management Standards Web site at <http://www.dol.gov/olms/regs/compliance/EO13496.htm>; or

(4) Reproduced and used as exact duplicate copies of the Department of Labor's official poster.

(c) The required text of the employee notice referred to in this clause is located at Appendix A, Subpart A, 29 CFR Part 471.

(d) The Contractor shall comply with all provisions of the employee notice and related rules, regulations, and orders of the Secretary of Labor.

(e) In the event that the Contractor does not comply with the requirements set forth in paragraphs (a) through (d) of this clause, this contract may be terminated or suspended in whole or in part, and the Contractor may be suspended or debarred in accordance with 29 CFR 471.14 and subpart 9.4. Such other sanctions or remedies may be imposed as are provided by 29 CFR part 471, which implements Executive Order 13496 or as otherwise provided by law.

(f) Subcontracts. (1) The Contractor shall include the substance of this clause, including this paragraph (f), in every subcontract that exceeds \$10,000 and will be performed wholly or partially in the United States, unless exempted by the rules, regulations, or orders of the Secretary of Labor issued pursuant to section 3 of Executive Order 13496 of January 30, 2009, so that such provisions will be binding upon each subcontractor.

(2) The Contractor shall not procure supplies or services in a way designed to avoid the applicability of Executive Order 13496 or this clause.

(3) The Contractor shall take such action with respect to any such subcontract as may be directed by the Secretary of Labor as a means of enforcing such provisions, including the imposition of sanctions for noncompliance.

(4) However, if the Contractor becomes involved in litigation with a subcontractor, or is threatened with such involvement, as a result of such direction, the Contractor may request the United States, through the Secretary of Labor, to enter into such litigation to protect the interests of the United States.

(End of clause)

#### 52.222-42 STATEMENT OF EQUIVALENT RATES FOR FEDERAL HIRES (MAY 1989)

In compliance with the Service Contract Act of 1965, as amended, and the regulations of the Secretary of Labor (29 CFR Part 4), this clause identifies the classes of service employees expected to be employed under the contract and states the wages and fringe benefits payable to each if they were employed by the contracting agency subject to the provisions of 5 U.S.C. 5341 or 5332.

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

Employee Class Monetary Wage-Fringe Benefits

21140, STORE WORKER I, WG-1/2, \$9.55

11150, JANITOR, WG-2/2, \$10.83

21050, MATERIAL HANDLER, WG-2/2, \$10.83

21400, WAREHOUSE SPECIALIST, WG-5/2, \$14.69

(End of clause)

#### 52.222-54 EMPLOYMENT ELIGIBILITY VERIFICATION (AUG 2013)

(a) Definitions. As used in this clause--Commercially available off-the-shelf (COTS) item--

(1) Means any item of supply that is--

(i) A commercial item (as defined in paragraph (1) of the definition at 2.101);

(ii) Sold in substantial quantities in the commercial marketplace; and

(iii) Offered to the Government, without modification, in the same form in which it is sold in the commercial marketplace; and

(2) Does not include bulk cargo, as defined in 46 U.S.C. 40102(4), such as agricultural products and petroleum products. Per 46 CFR 525.1(c)(2), "bulk cargo" means cargo that is loaded and carried in bulk onboard ship without mark or count, in a loose unpackaged form, having homogenous characteristics. Bulk cargo loaded into intermodal equipment, except LASH or Seabee barges, is subject to mark and count and, therefore, ceases to be bulk cargo.

Employee assigned to the contract means an employee who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), who is directly performing work, in the United States, under a contract that is required to include the clause prescribed at 22.1803. An employee is not considered to be directly performing work under a contract if the employee--

- (1) Normally performs support work, such as indirect or overhead functions; and
- (2) Does not perform any substantial duties applicable to the contract.

Subcontract means any contract, as defined in 2.101, entered into by a subcontractor to furnish supplies or services for performance of a prime contract or a subcontract. It includes but is not limited to purchase orders, and changes and modifications to purchase orders.

Subcontractor means any supplier, distributor, vendor, or firm that furnishes supplies or services to or for a prime Contractor or another subcontractor.

United States, as defined in 8 U.S.C. 1101(a)(38), means the 50 States, the District of Columbia, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, and the U.S. Virgin Islands.

(b) Enrollment and verification requirements.

(1) If the Contractor is not enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall--

(i) Enroll. Enroll as a Federal Contractor in the E-Verify program within 30 calendar days of contract award;

(ii) Verify all new employees. Within 90 calendar days of enrollment in the E-Verify program, begin to use E-Verify to initiate verification of employment eligibility of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); and

(iii) Verify employees assigned to the contract. For each employee assigned to the contract, initiate verification within 90 calendar days after date of enrollment or within 30 calendar days of the employee's assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(2) If the Contractor is enrolled as a Federal Contractor in E-Verify at time of contract award, the Contractor shall use E-Verify to initiate verification of employment eligibility of--

(i) All new employees. (A) Enrolled 90 calendar days or more. The Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(B) Enrolled less than 90 calendar days. Within 90 calendar days after enrollment as a Federal Contractor in E-Verify, the Contractor shall initiate verification of all new hires of the Contractor, who are working in the United States, whether or not assigned to the contract, within 3 business days after the date of hire (but see paragraph (b)(3) of this section); or

(ii) Employees assigned to the contract. For each employee assigned to the contract, the Contractor shall initiate verification within 90 calendar days after date of contract award or within 30 days after assignment to the contract, whichever date is later (but see paragraph (b)(4) of this section).

(3) If the Contractor is an institution of higher education (as defined at 20 U.S.C. 1001(a)); a State or local government or the government of a Federally recognized Indian tribe; or a surety performing under a takeover agreement entered into with a Federal agency pursuant to a performance bond, the Contractor may choose to verify only employees assigned to the contract, whether existing employees or new hires. The Contractor shall follow the applicable verification requirements at (b)(1) or (b)(2), respectively, except that any requirement for verification of new employees applies only to new employees assigned to the contract.

(4) Option to verify employment eligibility of all employees. The Contractor may elect to verify all existing employees hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), rather than just those employees assigned to the contract. The Contractor shall initiate verification for each existing employee working in the United States who was hired after November 6, 1986 (after November 27, 2009, in the Commonwealth of the Northern Mariana Islands), within 180 calendar days of--

(i) Enrollment in the E-Verify program; or

(ii) Notification to E-Verify Operations of the Contractor's decision to exercise this option, using the contact information provided in the E-Verify program Memorandum of Understanding (MOU).

(5) The Contractor shall comply, for the period of performance of this contract, with the requirements of the E-Verify program MOU.

(i) The Department of Homeland Security (DHS) or the Social Security Administration (SSA) may terminate the Contractor's MOU and deny access to the E-Verify system in accordance with the terms of the MOU. In such case, the Contractor will be referred to a suspension or debarment official.

(ii) During the period between termination of the MOU and a decision by the suspension or debarment official whether to suspend or debar, the Contractor is excused from its obligations under paragraph (b) of this clause. If the suspension or debarment official determines not to suspend or debar the Contractor, then the Contractor must reenroll in E-Verify.

(c) Web site. Information on registration for and use of the E-Verify program can be obtained via the Internet at the Department of Homeland Security Web site: <http://www.dhs.gov/E-Verify>.

(d) Individuals previously verified. The Contractor is not required by this clause to perform additional employment verification using E-Verify for any employee--

(1) Whose employment eligibility was previously verified by the Contractor through the E-Verify program;

(2) Who has been granted and holds an active U.S. Government security clearance for access to confidential, secret, or top secret information in accordance with the National Industrial Security Program Operating Manual; or

(3) Who has undergone a completed background investigation and been issued credentials pursuant to Homeland Security Presidential Directive (HSPD)-12, Policy for a Common Identification Standard for Federal Employees and Contractors.

(e) Subcontracts. The Contractor shall include the requirements of this clause, including this paragraph (e) (appropriately modified for identification of the parties), in each subcontract that--

(1) Is for--(i) Commercial or noncommercial services (except for commercial services that are part of the purchase of a COTS item (or an item that would be a COTS item, but for minor modifications), performed by the COTS provider, and are normally provided for that COTS item); or

(ii) Construction;

(2) Has a value of more than \$3,000; and

(3) Includes work performed in the United States.

(End of clause)

## 52.222-4505 FRINGE BENEFITS (OCT 1995)

Under FAR Clause 52.222-42, Statement of Equivalent Rates for Federal Hires, fringe benefits include: Contribution of five point one (5.1) percent of basic hourly rate for health and insurance; contribution of seven (7) percent of basic hourly rate for retirements; ten (10) paid holidays (New Years Day, Martin Luther King Day, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day); and Paid Annual Leave vacation as follows: Two (2) hours of annual leave each week for an employee with less than three (3) years service - three (3) hours of annual leave each week for an employee with less than fifteen (15) years service - Four (4) hours of annual leave each week for any employee with fifteen (15) or more years of service.

## 52.232-33 PAYMENT BY ELECTRONIC FUNDS TRANSFER—SYSTEM FOR AWARD MANAGEMENT (JULY 2013)

(a) Method of payment. (1) All payments by the Government under this contract shall be made by electronic funds transfer (EFT), except as provided in paragraph (a)(2) of this clause. As used in this clause, the term "EFT" refers to the funds transfer and may also include the payment information transfer.

(2) In the event the Government is unable to release one or more payments by EFT, the Contractor agrees to either--

(i) Accept payment by check or some other mutually agreeable method of payment; or

(ii) Request the Government to extend the payment due date until such time as the Government can make payment by EFT (but see paragraph (d) of this clause).

(b) Contractor's EFT information. The Government shall make payment to the Contractor using the EFT information contained in the System for Award Management (SAM) database. In the event that the EFT information changes, the Contractor shall be responsible for providing the updated information to the SAM database.

(c) Mechanisms for EFT payment. The Government may make payment by EFT through either the Automated Clearing House (ACH) network, subject to the rules of the National Automated Clearing House Association, or the Fedwire Transfer System. The rules governing Federal payments through the ACH are contained in 31 CFR part 210.

(d) Suspension of payment. If the Contractor's EFT information in the SAM database is incorrect, then the Government need not make payment to the Contractor under this contract until correct EFT information is entered into the SAM database; and any invoice or contract financing request shall be deemed not to be a proper invoice for the purpose of prompt payment under this contract. The prompt payment terms of the contract regarding notice of an improper invoice and delays in accrual of interest penalties apply.

(e) Liability for uncompleted or erroneous transfers. (1) If an uncompleted or erroneous transfer occurs because the Government used the Contractor's EFT information incorrectly, the Government remains responsible for--

(i) Making a correct payment;

(ii) Paying any prompt payment penalty due; and

(iii) Recovering any erroneously directed funds.

(2) If an uncompleted or erroneous transfer occurs because the Contractor's EFT information was incorrect, or was revised within 30 days of Government release of the EFT payment transaction instruction to the Federal Reserve System, and--

(i) If the funds are no longer under the control of the payment office, the Government is deemed to have made payment and the Contractor is responsible for recovery of any erroneously directed funds; or

(ii) If the funds remain under the control of the payment office, the Government shall not make payment, and the provisions of paragraph (d) of this clause shall apply.

(f) EFT and prompt payment. A payment shall be deemed to have been made in a timely manner in accordance with the prompt payment terms of this contract if, in the EFT payment transaction instruction released to the Federal Reserve System, the date specified for settlement of the payment is on or before the prompt payment due date, provided the specified payment date is a valid date under the rules of the Federal Reserve System.

(g) EFT and assignment of claims. If the Contractor assigns the proceeds of this contract as provided for in the assignment of claims terms of this contract, the Contractor shall require as a condition of any such assignment, that the assignee shall register separately in the SAM database and shall be paid by EFT in accordance with the terms of this clause. Notwithstanding any other requirement of this contract, payment to an ultimate recipient other than the Contractor, or a financial institution properly recognized under an assignment of claims pursuant to subpart 32.8, is not permitted. In all respects, the requirements of this clause shall apply to the assignee as if it were the Contractor. EFT information that shows the ultimate recipient of the transfer to be other than the Contractor, in the absence of a proper assignment of claims acceptable to the Government, is incorrect EFT information within the meaning of paragraph (d) of this clause.

(h) Liability for change of EFT information by financial agent. The Government is not liable for errors resulting from changes to EFT information made by the Contractor's financial agent.

(i) Payment information. The payment or disbursing office shall forward to the Contractor available payment information that is suitable for transmission as of the date of release of the EFT instruction to the Federal Reserve System. The Government may request the Contractor to designate a desired format and method(s) for delivery of payment information from a list of formats and methods the payment office is capable of executing. However, the Government does not guarantee that any particular format or method of delivery is available at any particular payment office and retains the latitude to use the format and delivery method most convenient to the Government. If the Government makes payment by check in accordance with paragraph (a) of this clause, the Government shall mail the payment information to the remittance address contained in the SAM database.

(End of Clause)

#### 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

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

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

<http://acquisition.gov/comp/far/index.html>

<http://www.acq.osd.mil/dpap/dars/dfars/index.htm>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

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

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

(End of clause)

252.204-7004 ALTERNATE A, SYSTEM FOR AWARD MANAGEMENT (MAY 2013)

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

``System for Award Management (SAM) database" means the primary Government repository for contractor information required for the conduct of business with the Government.

``Commercial and Government Entity (CAGE) code" means—

(1) A code assigned by the Defense Logistics Information Service (DLIS) to identify a commercial or Government entity; or

(2) A code assigned by a member of the North Atlantic Treaty Organization that DLIS records and maintains in the CAGE master file. This type of code is known as an ``NCAGE code."

``Data Universal Numbering System (DUNS) number" means the 9-digit number assigned by Dun and Bradstreet, Inc. (D&B) to identify unique business entities.

``Data Universal Numbering System +4 (DUNS+4) number" means the DUNS number assigned by D&B plus a 4-character suffix that may be assigned by a business concern. (D&B has no affiliation with this 4-character suffix.) This 4-character suffix may be assigned at the discretion of the business concern to establish additional SAM records for identifying alternative Electronic Funds Transfer (EFT) accounts (see FAR 32.11) for the same parent concern.

``Registered in the System for Award Management (SAM) database" means that—

(1) The contractor has entered all mandatory information, including the DUNS number or the DUNS+4 number, and Contractor and Government Entity (CAGE) code into the SAM database;

(2) The contractor has completed the Core Data, Assertions, Representations and Certifications, and Points of Contact sections of the registration in the SAM database;

(3) The Government has validated all mandatory data fields, to include validation of the Taxpayer Identification Number (TIN) with the Internal Revenue Service (IRS). The Contractor will be required to provide consent for TIN validation to the Government as part of the SAM registration process; and

(4) The Government has marked the record ``Active."



(b)(1) By submission of an offer, the offeror acknowledges the requirement that a prospective awardee shall be registered in the SAM database prior to award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

(2) The offeror shall enter, in the block with its name and address on the cover page of its offer, the annotation "DUNS" or "DUNS +4" followed by the DUNS or DUNS +4 number that identifies the offeror's name and address exactly as stated in the offer. The DUNS number will be used by the Contracting Officer to verify that the offeror is registered in the SAM database.

(c) If the offeror does not have a DUNS number, it should contact Dun and Bradstreet directly to obtain one.

(1) An offeror may obtain a DUNS number--

(i) Via the Internet at <http://fedgov.dnb.com/webform> or if the offeror does not have internet access, it may call Dun and Bradstreet at 1-866-705-5711 if located within the United States; or

(ii) If located outside the United States, by contacting the local Dun and Bradstreet office. The offeror should indicate that it is an offeror for a U.S. Government contract when contacting the local Dun and Bradstreet office.

(2) The offeror should be prepared to provide the following information:

(i) Company legal business.

(ii) Tradestyle, doing business, or other name by which your entity is commonly recognized.

(iii) Company Physical Street Address, City, State, and Zip Code.

(iv) Company Mailing Address, City, State and Zip Code (if separate from physical).

(v) Company Telephone Number.

(vi) Date the company was started.

(vii) Number of employees at your location.

(viii) Chief executive officer/key manager.

(ix) Line of business (industry).

(x) Company Headquarters name and address (reporting relationship within your entity).

(d) If the Offeror does not become registered in the SAM database in the time prescribed by the Contracting Officer, the Contracting Officer will proceed to award to the next otherwise successful registered Offeror.

(e) Processing time, which normally takes 48 hours, should be taken into consideration when registering. Offerors who are not registered should consider applying for registration immediately upon receipt of this solicitation.

(f) Offerors may obtain information on registration at <https://www.acquisition.gov>.

(End of clause)

252.223-7001 HAZARD WARNING LABELS (DEC 1991)

(a) "Hazardous material," as used in this clause, is defined in the Hazardous Material Identification and Material Safety Data clause of this contract.

(b) The Contractor shall label the item package (unit container) of any hazardous material to be delivered under this contract in accordance with the Hazard Communication Standard (29 CFR 1910.1200 et seq). The Standard requires that the hazard warning label conform to the requirements of the standard unless the material is otherwise subject to the labeling requirements of one of the following statutes:

- (1) Federal Insecticide, Fungicide and Rodenticide Act;
- (2) Federal Food, Drug and Cosmetics Act;
- (3) Consumer Product Safety Act;
- (4) Federal Hazardous Substances Act; or
- (5) Federal Alcohol Administration Act.

(c) The Offeror shall list which hazardous material listed in the Hazardous Material Identification and Material Safety Data clause of this contract will be labeled in accordance with one of the Acts in paragraphs (b)(1) through (5) of this clause instead of the Hazard Communication Standard. Any hazardous material not listed will be interpreted to mean that a label is required in accordance with the Hazard Communication Standard.

MATERIAL (If None, Insert "None.")

ACT

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

(d) The apparently successful Offeror agrees to submit, before award, a copy of the hazard warning label for all hazardous materials not listed in paragraph (c) of this clause. The Offeror shall submit the label with the Material Safety Data Sheet being furnished under the Hazardous Material Identification and Material Safety Data clause of this contract.

(e) The Contractor shall also comply with MIL-STD-129, Marking for Shipment and Storage (including revisions adopted during the term of this contract).

(End of clause)

Section J - List of Documents, Exhibits and Other Attachments

ATTACHMENTS

SECTION J  
LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

<u>DOCUMENT TYPE</u>	<u>DESCRIPTION</u>	<u>PAGES</u>
Attachment 1	Performance Work Statement dated 04/23/14	80
Attachment 2	Wage Determination 2005-2523 Rev (13) dated 6/19/13	10